

PAID T.R.A.

Chk # 1012  
Amount 25.00  
Rcvd By JK  
Date 12-11-00

**Lance J.M. Steinhart**  
Attorney At Law  
6455 East Johns Crossing  
Suite 285  
Duluth, Georgia 30097

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December 8, 2000

REC'D TN  
REGULATORY AUTH.  
00 DEC 12 AM 8 46  
Also Admitted in New York  
and Maryland  
EXECUTIVE SECRETARY

**VIA OVERNIGHT MAIL**

Mr. David Waddell  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 32743-0505

Re: VIVO-TN, LLC

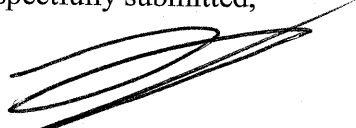
Dear Mr. Waddell:

Enclosed please find for filing an original and thirteen (13) copies of VIVO-TN, LLC's Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Exchange and Interexchange Telecommunications Services in Tennessee. I have also enclosed a check in the amount of \$25.00 payable to the "Tennessee Regulatory Authority" for the filing fee.

**APPLICANT HAS ALSO ENCLOSED ONE COPY OF ITS FINANCIAL INFORMATION IN A SEPARATE ENVELOPE AND HEREBY RESPECTFULLY REQUESTS CONFIDENTIAL TREATMENT OF THE ENCLOSED FINANCIAL INFORMATION THAT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION. APPLICANT EXPECTS THAT THIS INFORMATION WILL BE RESTRICTED TO COUNSEL, AGENTS AND EMPLOYEES WHO ARE SPECIFICALLY ASSIGNED TO THIS APPLICATION BY THE COMMISSION.**

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self addressed, postage prepaid envelope. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,



Lance J.M. Steinhart  
Attorney for VIVO-TN, LLC

Enclosures

cc: Tim Sefton (w/enc)

00-001092

**STATE OF TENNESSEE  
BEFORE THE TENNESSEE PUBLIC SERVICE COMMISSION**

RECEIVED TN  
REGULATORY AUTH.

\*00 DEC 12 AM 8 46

OFFICE OF THE  
EXECUTIVE SECRETARY

**In re:**

**Application of  
VIVO-TN, LLC**

**For a Certificate of Public  
Convenience and Necessity to  
Provide Competing  
Local Exchange And Interexchange  
Telecommunications Services**

**DOCKET NO.**

**00-001092**

**APPLICATION OF VIVO-TN, LLC FOR AUTHORITY  
TO PROVIDE COMPETING LOCAL EXCHANGE & INTEREXCHANGE SERVICE**

VIVO-TN, LLC ("VIVO" or "Applicant"), pursuant to T.C.A. §§ 65-2-103, 65-2-102 and 65-4-201; Section 253 of the Federal Telecommunications Act of 1996; and Section 1220-4-8-.04 of the Rules of the Tennessee Public Service Commission Division of Public Utilities, respectfully submits this Application for Authority to Provide Competing Local Exchange and Interexchange Telecommunications Services ("Application") in the State of Tennessee.

VIVO intends to offer local exchange and interexchange service to both business and residential customers throughout the state. Applicant intends to provide local exchange service to customers located in non-rural local exchange carriers' service areas of Tennessee. Applicant intends to provide interexchange service statewide. Should its Application be granted, VIVO plans to commence offering service after the establishment of the appropriate and necessary resale and interconnection arrangements with the incumbent Local Exchange Carriers ("LECs"). Initially, Applicant will be negotiating an interconnection/resale agreement with BellSouth to provide local service.

Approval of this Application will promote the public interest by increasing the level of competition in the Tennessee telecommunications market. Ultimately, competition will compel all telecommunications service providers to operate more efficiently and pass the resultant cost savings on to consumers. In addition, as a result of competition, the overall quality of local exchange and interexchange service will improve. Applicant is willing and able to adhere to all applicable TRA policies, rules and orders.

In support of its Application, VIVO states as follows:

**I. Introduction**

1. The name and address of the Applicant are:  
VIVO-TN, LLC  
600 South Adams; Suite 210  
Birmingham, Michigan 48009

The following is a list of applicant's corporate officers and directors:

Officer/Managers

Dave Marshall President  
Pete Empie VP of Operations  
Tim Sefton VP of Customer Service  
Mike Betts Chief Financial Officer  
Mark Knopper Chief Technology Officer

Directors

None

The above-named individuals can be reached at:  
VIVO-TN, LLC  
600 South Adams; Suite 210, Birmingham, Michigan 48009  
Telephone: (248) 644-5988

The name, address and telephone number of a Tennessee contact person responsible for and knowledgeable about Applicant's operations are:

Tim Sefton, VP of Customer Service  
VIVO-TN, LLC  
600 South Adams; Suite 210  
Birmingham, Michigan 48009  
(248) 644-5988

The name, address and telephone number of a person responsible for repair and maintenance (customer service) are:

Tim Sefton, VP of Customer Service  
VIVO-TN, LLC  
600 South Adams; Suite 210  
Birmingham, Michigan 48009  
(248) 644-5988  
(866) 256-7086 (toll-free customer service)



2. All correspondence, notices, inquiries and other communications regarding this Application should be directed to:

Lance J.M. Steinhart  
Attorney at Law  
6455 East Johns Crossing  
Suite 285  
Duluth, Georgia 30097  
Telephone: 770/232-9200  
Facsimile: 770/232-9208

3. In support of this Application, the following exhibits are attached hereto:
- a. Exhibit A - VIVO's Articles of Organization filed with the Secretary of State for the State of Tennessee and Operating Agreement;
  - b. Exhibit B - VIVO's Operating Agreement;
  - c. Exhibit C - VIVO's Balance Sheet as of November 28, 2000 and Current Account Balance for VIVO-TN, LLC, and Business Plan with projections, which are being filed in a separate sealed envelope as "Confidential"
  - d. Exhibit D - Biographies of selected VIVO management.
  - e. Exhibit E - Corporate Organization Chart
  - f. Exhibit F - IntraLATA Presubscription Implementation Plan
  - g. Exhibit G - Small and Minority-Owned Telecommunications Business Participation Plan
  - h. Exhibit H - Pre-Filed Testimony
  - i. Exhibit I - Numbering Issues & Tennessee Specific Operational Issues
  - j. Exhibit J - Proposed Tariffs

## **II. Description of the Applicant**

### **1. General Information**

Applicant is a Tennessee Limited Liability Company, which was formed on 10/25/00. The company is headquartered at 600 South Adams; Suite 210, Birmingham, Michigan 48009.

## **2. Customer Service**

Registrant's customer service department may be contacted via a toll-free number, (866) 256-7086, or a local number. The Company will maintain a Customer Service Department exclusively for Customer's questions, requests for service, complaints and trouble handling. The Company's Customer Service address and toll free number(s) will be printed on the Customer's bill. The Customer Service Department will be located at 600 South Adams; Suite 210, Birmingham, Michigan 48009. The Company also intends to have a locally staffed office at one or more hub site locations in each state and will provide its customers with a local Customer Service number which will be available 24 hours per day, 7 days per week.

Office Hours- Excluding holidays, Customer Service Representatives will be available 8:00 AM to 5:00 PM standard time Monday through Friday. After hours, Sundays and on holidays, Customers will be automatically forwarded to an answering service for messaging and paging.

Complaint Procedures- The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Company finds its actions to be consistent with its Tariff, the Company will inform the Customer of its no fault finding and require full payment of any outstanding balance due. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Commission for determination.

**III. VIVO Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Local Exchange Service**

VIVO possesses the requisite technical, financial and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

**1. Financial Qualifications**

VIVO is financially able to provide the services proposed in its tariff as evidenced by its Balance Sheet as of November 28, 2000 and Current Account Balance for VIVO-TN, LLC. The company will file a bond or letter of credit.

**Financial Requirements:**

A. Estimated cost of network, switches, and unbundled network elements (UNE's)  
***\$1.1M Fiber Ring, \$0.8M Switch, \$0.5M DSLAMs (for our start in Memphis)***

B. Most recent audited financial statements  
**New Company - Initial Balance Sheet provided**

C. Projected financial statements (three (3) years.) -  
**See Business Plan provided**

D. Capital Expenditures Budget (three years)  
**See Business Plan Provided**

Sources for funding Tennessee network, equipment, UNE's: cash, loan commitments, vendor credits, letters of credit, etc.  
(complete detail)

**Vivo LLC Members**  
**Venture Capital**  
**Vendor Financing**  
**Corporate Sponsorship**  
**Invivo**  
**ICT**  
**Triton Technologies**

E. Please quantify amounts included in financial statements and projections relating to reciprocal compensation for terminating ISP traffic.

**\$0.0023 / min average used for financial plan for local terminating traffic for first 3 years.**

## **2. Managerial Qualifications**

VIVO's senior management team is highly skilled, and has had extensive experience in the telecommunications industry. Using this expertise, VIVO's management team has developed innovative marketing and customer care programs, and provides its customers with high quality advanced services at competitive rates. VIVO has extensive experience in the technical, managerial, and financial aspects of the telecommunications industry.

### 3. Technical Qualifications

Applicant's key management personnel have significant business and telecommunications experience. Applicant has not been denied authority for any of the services for which it seeks authority in this Application. No complaints have been filed against Applicant or any of its affiliates by any state or federal agency.

#### Technical Requirements:

##### A. Proposed network data:

1. Geographic area coverage: Nashville, Memphis, Knoxville, entire state, etc. Specify areas which will be excluded

***Memphis, Nashville within 6 months of license remainder of state with 18 months.***

2. Location of switches - i.e., cities.

***Memphis and Nashville to start.***

3. Method of deployment:

**Switches will be deployed in carrier class co-location sites (Switch and Data Facilities located at 3599 Knight Road, Memphis TN 38118)**

4. Type of equipment: DMS-100 or 5ESS, etc. Fiber Rings, etc.

**Network will be comprised of Fiber ring between ILEC central offices, DSLAMs in central offices and class 5 Next Generation Switch (Convergent or Telica) at switching location.**

5. Services offered (If voice grade service is provided, will 911, etc. be offered?)

**Voice and Data services will be initially offered. 911 and OS/DA services will be provided.**

B. Specify engineering expertise: Retained firm, staff electrical engineer, etc. Data regarding key technical staff.

**Retained Firms:** Invivo (CLEC Formation Firm - <http://www.Invivo.com>, International Telephone and Cable (fiber construction) - Hatech, central office buildout. Additional technical capabilities as shown in officer profiles.

C. State if there are any special CPE (Customer Provided Equipment) requirements that would not be compatible with an incumbent carrier.

**None**

D. Repair and Maintenance

1. Ensure customer service will meet needs of customer  
**24x7 customer service will be provide via 800 number**

2. Phone number for repair and maintenance (customer service)  
**866-256-7086**

3. Address for written communication of repair and maintenance  
**TN Address To Be Determined - Currently - 600 South Adams, Suite 210 Birmingham, MI 48009**

4. Name and address of Tennessee contact person responsible for and knowledgeable about providers operations

**Attn: Tim Sefton TN Address TBD - Use Vivo - 600 South Adams, Suite 210 Birmingham, MI 48009**

VIVO will initially resell the facilities of the existing LECs or underlying carriers that presently serve Tennessee. VIVO will primarily resell the facilities and services of BellSouth. VIVO will also use unbundled network elements and services purchased from BellSouth and other incumbent local exchange providers, where applicable, to provide service through VIVO's facilities. VIVO is requesting statewide authority. Initial rollout is planned for the Nashville market area. VIVO plans to install initial switching equipment in the Nashville and Memphis areas with additional equipment to be deployed in other locations based upon customer demand.

As the foregoing illustrates, VIVO possesses considerable telecommunications expertise. Applicant will also rely upon the technical expertise and telecommunications experience of its underlying carriers. Thus, VIVO is technically qualified to provide local exchange and interexchange telecommunications services in Tennessee. Applicant also is willing to adhere to all applicable Commission policies, rules and orders.

#### **IV. Approval of VIVO's Application is in the Public Interest**

Granting VIVO's Application is consistent with the public interest, and, in that regard Applicant makes the following representations to the Commission:

- a. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- b. Applicant's services will meet the service standards required by the Commission;
- c. The provision services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent it is required to do so by the Commission, will participate in the support of universally available telephone service at affordable rates; and,
- e. The provision of local exchange services by Applicant will not adversely impact the public interest.

The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service.

Those providers that offer consumers the most cost effective products will gain market share. In contrast, providers whose products do not meet the needs of consumers will lose market share and may ultimately, be eliminated from the industry.



Additionally, VIVO's entry into the local exchange and interexchange markets will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve a large majority of the local exchange customers in Tennessee. The major advantages of incumbency (i.e., ownership of the existing local network as well as access to, and long-standing relationships with, every local customer) constitute a substantial obstacle to new entrants. Moreover, exchange services competition will stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately their profit margins.

Currently, Tennessee consumers have a limited choice with regard to the provision of local exchange telecommunications service. A competitive local exchange service market comprised of incumbents and competitive providers such as VIVO will offer consumers a competitive option and, therefore, will better satisfy the needs of various market segments. In this regard, approval of this Application is clearly in the public interest.

**V. Description of Services Offered and Service Territory**

VIVO expects to offer a full array of local exchange and interexchange services to both business and residential customers, including the following:

Interexchange (switched and dedicated services):

- A. 1+ and 101XXXX outbound dialing;
- B. 800/888 toll-free inbound dialing;
- C. Calling cards; and
- D. Data Services.

Local Exchange:

- A. Local Exchange Services for business and residence telecommuter customers that will enable customers to originate and terminate local calls in the local calling area served by other LECs.
- B. Switched local exchange services, including basic service, trunks, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity services.

In addition to the services listed above, VIVO, through interconnection with other carriers, will offer dual-party relay services, 9-1-1 Emergency Services, directory assistance and operator assisted calls, lifeline, and toll-free calling.

Prior to providing local exchange services to the public in Tennessee, VIVO will file a complete Final Tariff and/or Price List with the Commission, which will contain a description of services to be provided, all rules and regulations applicable to such services, and proposed rates for such services. The Applicant's IntraLATA Presubscription Implementation Plan is attached hereto as Exhibit F.

## **VI. Waivers and Regulatory Compliance**

VIVO requests that the Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service resellers such as VIVO. Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

### **1. Financial Record-Keeping System**

a. VIVO requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation, and as a competitive carrier, VIVO does not maintain its financial records in this manner.

b. As a competitive carrier, VIVO maintains its book of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Neither the FCC, nor the Commission, has required VIVO to maintain its records under the USOA for purposes of VIVO's interexchange operations. Thus, VIVO does not possess the detailed cost data required by USOA, nor does it maintain detailed records on a state-specific basis. As a competitive provider, VIVO's network operations are integrated to achieve maximum efficiency. Having to maintain records pertaining specifically to its Tennessee local service operations would place an extreme burden on VIVO.

c. Moreover, VIVO asserts that because it utilizes GAAP, the Commission will have a reliable means by which to evaluate VIVO's operations. Therefore, VIVO hereby respectfully requests to be exempted from the any USOA requirements of the Commission.

d. The Applicant does agree that it will provide wireline activity reports as required by Commission rules and regulations.

## **2. Local Exchange Directories**

VIVO requests that it not be required to publish local exchange directories.

VIVO will make arrangements with the incumbent LECs whereby the names of VIVO's customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include VIVO's customer service number. These directories will be distributed to VIVO's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both VIVO and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on VIVO to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for VIVO to simply include its limited customer list in the existing directories of the incumbent LECs.

## **VII. Regulatory Obligations**

Applicant shall provide, either directly or indirectly or through arrangements with other carriers or companies, to the extent required by law or regulation:

1. Provide access to 911 and E 911 emergency service;
2. Provide white page directory listings and directory assistance;
3. Provide consumer access to and support for the Tennessee Relay Center in the same manner as incumbent local exchange telephone companies;
4. Provide free blocking service for 900, 976 type services in accordance with Commission policy;
5. Provide Lifeline and Link-up services to qualifying citizens of this state;
6. Provide educational discounts in existence as of June 6, 1996

Applicant shall also:

1. Provide support for universal service in a manner determined by the Commission. This requirement shall not be construed as prohibiting the granting of a certificate before the universal service issues are determined by the Commission;
2. Provide interconnection with other certificated carriers or Commission authorized carriers on a nondiscriminatory basis under reasonable terms and conditions;
3. Comply with Commission basic service standards as defined in any applicable rules and decisions of the Commission;
4. Provide equal access to authorized inter-and intraLATA long distance providers, unless otherwise exempted by the Commission.

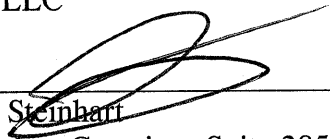
### **VIII. Conclusion**

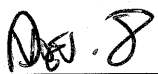
This Application demonstrates that VIVO-TN, LLC, possesses the technical, financial and managerial resources to provide resold and facilities-based local exchange and interexchange service in the State of Tennessee. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the Tennessee telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and with resulting reduced prices for consumers. In addition, as a result of competition, the overall quality of local exchange service will improve. As stated above, Applicant does not intend to provide local service, by its own facilities or otherwise, to any customer located in a rural incumbent LEC's service area, until Applicant provides such LECs notice of intent at least 30 days prior to the date of the intended service, or as otherwise required by law.

Wherefore, VIVO-TN, LLC, respectfully petitions this Commission for a Certificate of Public Convenience and Necessity to Provide Competing local exchange and interexchange telecommunications services in the State of Tennessee in accordance with this Application and for such other relief as it deems necessary and appropriate.

Respectfully submitted,

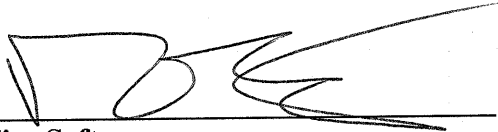
VIVO-TN, LLC

  
\_\_\_\_\_  
Lance J.M. Steinhart  
6455 East Johns Crossing, Suite 285  
Duluth, Georgia 30097  
770/232-9200  
*Attorney for Applicant*

  
\_\_\_\_\_, 2000  
Duluth, Georgia

**VERIFICATION OF APPLICANT**

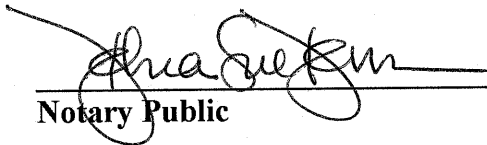
I, Tim Sefton, VP of Customer Service of VIVO-TN, LLC, a Tennessee Limited Liability Company, the applicant for a Certificate of Public Convenience and Necessity from the Public Service Commission of the State of Tennessee, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.



**Tim Sefton  
VP of Customer Service  
VIVO-TN, LLC**

Sworn to me, the undersigned  
Notary Public on this  
22 day of November, 2000.

State of Michigan  
County of Oakland



**Notary Public**

DEBRA SUE DENSON  
NOTARY PUBLIC OAKLAND CO., MI  
MY COMMISSION EXPIRES Sep 9, 2005

**EXHIBIT "A"**  
**ARTICLES OF ORGANIZATION**



State of Tennessee



Department of State  
Corporations Section  
312 Eighth Avenue North  
6<sup>th</sup> Floor, William R. Snodgrass Tower  
Nashville, TN 37243

ARTICLES OF  
ORGANIZATION  
(LIMITED LIABILITY COMPANY)

For Office Use Only

0003793 10/28/00

SECRETARY OF STATE

FILED

The undersigned acting as organizer(s) of a Limited Liability Company under the provisions of the Tennessee Limited Liability Company Act, § 48-205-101, adopts the following Articles of Organization.

1. The name of the Limited Liability Company is:

VIVO-TN, LLC

(NOTE: Pursuant to the provisions of § 48-207-101, each limited Liability Company name must contain the words "Limited Liability Company" or the abbreviation "LLC" or "L.L.C.")

2. The name and complete address of the Limited Liability Company's initial registered agent and office located in the state of Tennessee is:

National Registered Agents, Inc.

( Name )

1900 Church Street, Suite 400, Nashville, TN 37203

( Street Address )

( City )

( State/Zip Code )

Davidson

( County )

3. List the name and complete address of each organizer of this Limited Liability Company.

Robert T. Sefton, 600 S. Adams, Suite 210, Birmingham, MI 48009

( Name )

( Include: Street Address, City, State and Zip Code )

( Name )

( Street Address, City, State and Zip Code )

( Name )

( Street Address, City, State and Zip Code )

4. The Limited Liability Company will be: ( NOTE: PLEASE MARK APPLICABLE BOX )

☐ Board Managed

☒ Member Managed

5. Number of members at the date of filing 1

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:

Date \_\_\_\_\_, Time \_\_\_\_\_ (Not to exceed 90 days.)

7. The complete address of the Limited Liability Company's principal executive office is:

600 S. Adams, Suite 210, Birmingham, MI 48009

( Street Address )

( City )

( State/Country/Zip Code )

8. Period of Duration: Perpetual

9. Other Provisions:

See attached

10/28/00  
Signature Date

Organizer

Signer's Capacity

[Signature]  
Signature (manager or member authorized to sign by the Limited Liability Company)

Robert T. Sefton

Name (typed or printed)

Secretary of State  
Division of Business Services  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, Tennessee 37243

DATE: 10/25/00  
REQUEST NUMBER: 4036-0684  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 10/25/00 0940  
EFFECTIVE DATE/TIME: 10/25/00 0940  
CONTROL NUMBER: 0397781

TO:  
R. BRADLEY LAMBERT, P.C.  
% ADAM K. WOLAK  
S210, 600 S. ADAMS  
BIRMINGHAM, MI 48009

RE:  
VIVO-TN, LLC  
ARTICLES OF ORGANIZATION -  
LIMITED LIABILITY COMPANY

CONGRATULATIONS UPON THE FORMATION OF THE LIMITED LIABILITY COMPANY IN THE STATE OF TENNESSEE WHICH IS EFFECTIVE AS INDICATED ABOVE.

A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY COMPANY TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A LIMITED LIABILITY COMPANY HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: ARTICLES OF ORGANIZATION -  
LIMITED LIABILITY COMPANY

ON DATE: 10/25/00

FROM:  
VIVO-TN, LLC  
SUITE 210  
600 S. ADAMS  
BIRMINGHAM, MI 48009-0000

RECEIVED:	FEES	
	\$300.00	\$0.00
TOTAL PAYMENT RECEIVED:		\$300.00
RECEIPT NUMBER:		00002757316
ACCOUNT NUMBER:		00351401



*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

**EXHIBIT "B"**  
**OPERATING AGREEMENT**

## **OPERATING AGREEMENT**

**THIS AGREEMENT** is made as of 19 OCTOBER, 2000, by and among the Members signing this document below, and **VIVO-TN, LLC, (the "Company")**, a Tennessee limited liability company.

The Company and its Members desire to form the Company and manage its business and affairs in accordance with the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual agreements herein set forth, the adequacy and receipt of consideration being acknowledged, the Company and its Members agree, covenant and promise as follows:

### **ARTICLE I** **ORGANIZATIONAL MATTERS**

**1.1    Formation; Name.** The Company has been organized as a Tennessee limited liability company pursuant to the Act by filing the Articles of Organization with the Tennessee Department of State. The name of the Company is stated in the opening paragraph above. Wherever permitted by law the internal affairs of the Company will be governed and subject to the laws of the State of Michigan.

**1.2    Term.** The Company shall continue in existence in perpetuity, or until the Company is dissolved and ultimately terminated in accordance with this Agreement or applicable law.

**1.3    Registered Office.** The Registered Office and Resident Agent of the Company shall be as designated in the Articles, and each may be changed from time to time. If the Resident Agent resigns, the Company shall promptly appoint a successor.

**1.4    Business Purposes.** The Company may engage in any activity for which limited liability companies may be formed under the Act. The Company's primary purpose shall be to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan. The Company shall have all powers necessary or convenient to implement its purposes, including all powers granted by the Act.

**1.5    Definitions.** As used in this Agreement, the following terms have the meanings stated below:

**Act.** The Limited Liability Company Act for the state in which the Company is formed.

**Articles.** The Articles of Organization filed by the Company pursuant to the Act on or before the date of this Agreement, as the same may be amended, supplemented or restated.

**Code.** The Internal Revenue Code of the United States.

**Commercial Rate.** The prime rate published in the Wall Street Journal for commercial borrowers. If the Wall Street Journal discontinues publishing this rate, the rate quoted by the largest U.S. financial institutions shall be applied.

**Member.** Any person or entity owning Units or Sharing Ratio in and to the Company, to the extent permitted or admitted in accordance with this Agreement.

**Net Cash Flow.** The sum derived from determinations made in accordance with the currently accepted and accredited accounting standards consistently applied. Net Cash Flow shall be the same as the net increase in cash and cash equivalents as presented on the Statement of Cash Flows for an accounting period. Cash equivalents shall be any highly liquid debt instruments with maturity of three months or less.

**Property.** All contracts, rights, licenses, and other tangible and intangible property now or hereafter owned by the Company.

**Regulations.** The regulations and interpretive rulings approved and implemented by the Department of Treasury pursuant to the Code.

**Sharing Ratio.** A Member's ownership and voting interest in the Company, as it may be adjusted subject to the provisions of this Agreement.

**Supermajority of Company Units.** The Supermajority, as used in this agreement, will consist of at least 80% of all Units issued and outstanding by the Company. Any action requiring approval of a Supermajority must be evidenced in a writing signed by all Members holding the Supermajority.

**Units.** An alternative means for designating the amount of Sharing Ratio owned by a Member, similar to shares of stock in a corporation.

References in this Agreement to any standards, law, set of laws (such as the Code), or a Section of such laws, shall include any amendment, supplement or replacement of those laws or regulations.

## **ARTICLE II**

### **COMPANY CAPITAL**

**2.1 Capital Accounts.** An individual capital account shall be established and constantly maintained for each Member (a "Capital Account"). Each Member's Capital Account is **increased** by (i) money a Member contributes to the Company, (ii) the fair market value of property (net of assumed liabilities) contributed by that Member to the Company; and (iii) allocations of income and gain; and **decreased** by (a) that Member's share of distributions; (b) the fair market value of property

distributed to that Member by the Company (net of liabilities securing that property); and (c) allocations of losses and deductions. Capital Accounts shall be maintained in accordance with the capital maintenance rules contained in Treasury Regulation 1.704-1(b)(2)(iv), and any other applicable provisions of the Code and Regulations. The provisions of this Section are intended to comply with Sec. 1.704-1(b)(2)(iv) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations.

**2.2 Initial Capital.** The Members are deemed to have made the contributions specified in the attached Exhibit "A." The Members' Sharing Ratios are also stated in Exhibit "A."

**2.3 Withdrawals; Returns.** No Member may withdraw capital contributions, or demand or receive return of a contribution or any part thereof, except as stated in this Agreement. No interest shall be paid on capital contributions. No Member shall be liable or responsible to other Members for the return of capital contributions, and any such return shall be made solely from Company assets. No Member may demand or receive property other than cash in return for a contribution, and except as provided in Section 2.4, no Member shall have priority over the other Member as to contributions to capital or as to distributions or withdrawals.

### **ARTICLE III** **ALLOCATIONS AND DISTRIBUTIONS**

**3.1 Cash Flow.** Subject to applicable provisions of the Act, Code and Regulations, the Members shall, no less frequently than quarterly, distribute the Company's Net Cash Flow to the Members in proportion to their Sharing Ratios.

**3.2 Profits And Losses.** The Company's net profits and losses shall be computed in accordance with generally accepted accounting principles, consistently applied. Subject to applicable provisions of the Code and Regulations, the Company's net profits and losses, and every item of income, deduction, gain, loss and credit therein, shall be allocated proportionately between the Members according to their Sharing Ratios. Payments made to a Member for services rendered in the nature of employment, including those payable to Henderson, shall not be treated as distributions to that Member, except to the extent required by applicable law or authority. If the Company must recast salary or similar payments as a distribution, an equitable adjustment shall be made to Members' distributions to compensate for any adverse tax consequences to the employed Member.

**3.3 Apportionment.** In the event of a permitted assignment of a Sharing Ratio, or of the death, dissolution or expulsion of a Member, profits and losses shall be allocated based on the number of days in the particular year during which each Member owned such Sharing Ratio, or on any other reasonable basis consistent with applicable provisions of the Code and Regulations.

**3.4 Adjustments.** Distributions and allocations to Members' Capital Accounts shall be adjusted to comply with applicable provisions of the Code and Regulations, including but not limited to the obligation, if any, to restore negative Capital Accounts either upon a distribution by, or

termination or liquidation of, the Company, or to make any required minimum gain/loss allocations, under Code Section 704, the applicable regulations, or otherwise. If any Member unexpectedly receives any adjustments, allocations, or distributions described in subparagraphs (4), (5), or (6) of Sec. 1.704-1(b)(2)(ii)(d) of the Regulations, then items of income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate as quickly as possible, to the extent required by the Regulations, any deficit in a Member's capital account caused by the unexpected adjustment, allocation, or distribution, but only to the extent that the Member does not otherwise have an obligation to restore the Member's capital account deficit. This Paragraph is intended to satisfy the provisions of Sec. 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

Notwithstanding anything in this Agreement to the contrary, if there is a net decrease in Company Minimum Gain as defined in Sec. 1.704-2(d) of the Regulations during any tax year of the Company, then, prior to any other allocations provided for in this Agreement, a Member shall be specially allocated items of Company income and gain for the year (and, if necessary, for succeeding years) equal to that Member's share of the net decrease in Company Minimum Gain in accordance with Sec. 1.704-2(f) of the Regulations and other applicable Regulations. The items to be allocated shall be determined in accordance with Sec. 1.704-2(f)(6) of the Regulations.

**3.5 Member Loans.** Members may, with consent of the Company, make loans and advances to the Company from time-to-time, upon reasonable commercial terms, bearing interest at an annual rate not exceeding the Commercial Rate, plus two percent (2%). Any loans by a Member to the Company shall be repaid to the Member pursuant to the agreed-upon terms of that loan, prior to any cash flow distributions to a Member.

**3.6 Incorrect Payments.** To the extent any distributions to Members are incorrectly paid, as determined by the Company's financial statements, any Member who received excess distributions shall promptly repay that sum, and any such repaid amounts shall be redistributed pursuant to this Article.

## **ARTICLE IV** **MANAGEMENT**

**4.1 Operations.** The Members will control the day-to-day operations of the Company, under any titles as they may elect, and may undertake any and all duties pertaining to the Company's operations. The Members may delegate some or all of those duties to any one or more Members or employees of the Company, but any Member granted such authority will not be deemed a Manager of the Company by reason of such delegation. A majority in Sharing Ratio may control or make any decision pertaining to Company operations, except those matters designated in Sections 4.2 or 4.3. The Members' authority includes the ability to delegate a portion of such responsibilities to employees and agents of the Company. A Member shall not be required to devote his full time to the Company or its operations. Each member has authority to take any and all action on behalf of the company other than as restricted under 4.2 or 4.3 of this agreement.

**4.2 General Authority.** The Members shall have the exclusive power and authority to do any of the following on behalf of the Company, by the affirmative vote or consent of Members holding a Supermajority of Company Units:

- A. purchase or otherwise acquire any real property, or acquire or lease any personal property having a COST or VALUE in excess of \$50,000;
- B. sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose of or encumber any real property;
- C. borrow money or incur debt obligations in excess of \$25,000;
- D. invest in, acquire, initiate, or participate with others in partnerships, companies, joint ventures, and other associations and strategic alliances;
- E. enter or undertake any contractual obligation committing VIVO-TN, LLC to goods or services equal to or in excess of \$50,000.00;
- F. pay wages to a group or individuals that exceed \$50,000; and
- G. Change the nature and business of VIVO-TN, LLC, to one other than telecommunication.

**4.3 Organizational Matters.** The Members shall have the exclusive power to vote on and determine any or all of the following organizational matters, by the affirmative vote or consent of Members holding a Supermajority of Company Units:

- A. Voluntary dissolution of the Company;
- B. Sale, exchange, lease, mortgage or any transfer of all or substantially all property of the Company;
- C. Acquisition of, or merger with, any company or enterprise to be owned in whole or part by the Company;
- D. Any amendment, modification or supplement to the Articles or this Agreement;
- E. Any distribution to members; and
- F. Sell additional units, admit new members, grant any option or other agreement allowing for such transaction or similar transaction.

**4.4 Regular Meetings.** The Members shall meet no less frequently than twice annually,



at a time and date determined by the Members. The site of all such meetings shall be determined by the Member calling the meeting, but must be conducted within the State of Michigan, unless Members holding a Supermajority of Company Units consents otherwise. Periodic fiscal reports of the Company shall be reviewed, along with any other business properly before the Members, at each such meeting. The Company shall deliver written notice stating the time, date, place and purpose of each quarterly meeting to each Member. The notice shall be given not less than ten or more than 60 days before the meeting date.

**4.5 Special Meetings.** Special Member meetings may be called at any time by any Member, with more than 6% Sharing Ratio. The Member or Members calling the meeting shall deliver written notice stating the time, date, place and purpose of each special meeting, which must be conducted within the State of Michigan, unless Members holding a Supermajority of Company Units consents otherwise. The notice shall be given not less than five days before the meeting date. All Company matters may be discussed and voted upon at such meetings.

**4.6 Quorums; Procedure.** Members holding a majority of the Sharing Ratio shall suffice to constitute a quorum for the transaction of business at any Member meeting. Unless the Act, the Articles or this Agreement requires a greater vote, the affirmative vote or consent of a majority of Members in attendance at a meeting is required, calculated by each Member's respective Sharing Ratio. A Member or his designated representative may vote upon any matter as to which that Member has an actual or potential conflict of interest, unless the vote pertains to that Member's employment with the Company, or is otherwise prohibited or cannot be consented to under applicable law.

**4.7 Consent.** Any action required or permitted to be taken at a regular or special meeting of the Members may be taken by consent without a meeting, prior notice, or a vote. The consent must be in writing, state the action taken, the effective date of the action and the date the consent was signed, and be signed by Members holding Sharing Ratios required for such action. Consent may be transmitted in fax and signed in counterparts.

**4.8 Remote Attendance.** Any Member meeting may be conducted by telephone, videoconference, or other remote devices by which each of the Members can converse with all other Members.

## **ARTICLE V**

### **BOOKS, RECORDS AND ACCOUNTING**

**5.1 Books.** The Company will keep full and accurate books of account at its primary offices, showing the condition of Company business and finances. Each Member shall have access to the Company's books of account, and shall be entitled to examine and copy them at any time.

**5.2 Accounting.** The Company's books and records shall be kept in accordance with

currently accepted and accredited accounting standards, consistently applied, on a fiscal year ending December 31. The Company's method of accounting shall be selected by the Company's accountants.

**5.3 Tax Returns.** Within 90 days after the end of each fiscal year, the Company shall cause to be prepared all federal and state tax returns as are required.

**5.4 Financial Reports.** The Members will be provided financial statements of the Company no less frequently than quarterly, no later than 30 days after the close of each fiscal quarter of the Company. Quarterly statements will be compiled by the Company, and shall include a balance sheet, profit and loss statement, and a cash flow analysis for the previous quarter. The Company will also provide annual financial statements, compiled by a certified public accountant, including a balance sheet, profit and loss statement, and cash flow analysis, all prepared in accordance with generally accepted accounting principles, consistently applied. An audit or review of the books of the Company may be performed no more often than annually at the request and expense of a Member.

**5.5 Tax Matters Partner.** Tim Sefton is appointed as the "Tax Matters Partner" for the Company pursuant to Code Section 6231 to represent the Company, unless and until the Members make a contrary appointment in writing. The Tax Matters Partner shall undertake all duties designated for such person in the Code, consistent with the best interests of the Company.

## **ARTICLE VI**

### **EXCULPATION AND INDEMNITY**

**6.1 Exculpation.** No Member shall be liable for the acts, debts or liabilities of the Company, except to the extent as is required by the Act or law, or unless expressly assumed in writing. No person acting on behalf of the Company shall be liable to the Company, any Member, or any other person or entity for any act or omission undertaken with respect to his duties specified herein or otherwise, except to the extent required by law.

**6.2 Indemnity.** The Company shall indemnify, defend and hold harmless the Members, employees and agents of the Company, from and against any loss, liability, damage or expense, litigation and appeal expenses (including actual reasonable attorney's fees and costs), and any amounts paid in settlement of any of the foregoing, resulting from any act, omission and/or negligence performed by him within the scope of the authority conferred by this Agreement (whether undertaken before, on, or after the date of this Agreement), but excluding the following conduct:

- (a) The receipt of a financial benefit to which the manager is not entitled.
- (b) Liability under MCLA 450.4308 (relating to illegal distributions)
- (c) A knowing violation of law.
- (d) Acts undertaken prior to the date of this Agreement.

In the event of a derivative suit under the Act, or any suit brought in the name or right of the Company, the Company will indemnify, hold harmless and pay all expenses of the Member being

sued, including attorney's fees incurred in the defense of the action if the Member prevails in that case. The protection extended in this Section shall extend to criminal actions and proceedings, if the Company determines that the person had no reasonable cause to believe that his or her conduct was unlawful.

**6.3 Advances.** Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of a final disposition of such action, suit or proceeding, if the Member or indemnified party undertakes in writing to repay the advances if he or she is determined ultimately to not be entitled to such indemnity.

## **ARTICLE VII**

### **RESTRICTIONS ON TRANSFERS**

**7.1 No Transfers.** No Member shall sell, assign, transfer, pledge, mortgage, hypothecate, grant a security interest in, make a gift of, or otherwise dispose of (herein a "transfer"), or make an offer to do any of the foregoing, as to all or any portion of a Sharing Ratio or interest in the Company, except as permitted in this Article. No transfer of a Sharing Ratio, whether now owned or hereafter acquired, shall be binding or valid if in contravention of any terms or conditions of this Agreement, and neither the Company nor its Members shall be required to recognize or be bound by any such transfer.

**7.2 Seizure of Sharing Ratio.** The seizure, execution upon or transfer of any Sharing Ratio under any legal process, by operation of law or by court order, by or to any person, receiver, trustee or court-appointed officer is void, and shall not bind or otherwise effect the Company or Members. The person or entity seizing a Sharing Ratio in any such manner shall be immediately subject to all restrictions on transfers in this Article, as if a Member originally joining in the execution of this Agreement. If any such transfer is deemed not void, the Company and other Members shall be entitled to the same options as are provided in Section 7.4, except (a) the price shall be the lower of that provided under this Article or the final price at any sale held pursuant to that seizure, and (b) the options may be exercised at any time up to one (1) year after the seizure.

**7.3 Desire To Sell.** Any Member desiring to sell a Sharing Ratio must give the Members and Company written notice of that desire. The remaining Members and the Company shall then have the right to purchase the Sharing Ratio (the "Offered Interest") pursuant to the terms in this Article. The written notice sent by the Member desiring to sell the Offered Interest shall be deemed an irrevocable offer for 30 days. In each case this right shall be exercised as follows:

- A. The Company or other Member shall notify the offering Member, within 30 days after receiving the notice, of acceptance or rejection of the offer. Failure to send a return notice shall be deemed a rejection.
- B. If an offer is refused, there will be no sale, and the Company shall continue to operate.
- C. The Purchase Price for the Member or Company shall be the price agreed upon by all

parties to the transaction. The terms for the transaction shall be as specified in section 7.7 below.

- D. The remaining Member may decide to have either the Company or the Member purchase the offered interest.

**7.4 Right of First Refusal.** Any offer made to a Member to transfer all or part of a Sharing Ratio is subject to this right of first refusal, which shall be exercised as follows:

- A. A Member receiving a bona fide offer shall give the other Member and the Company written notice of his intent to transfer a Sharing Ratio. The other Member, within thirty (30) days after receiving that notice, shall notify the offering Member in writing of the action taken pursuant to this Right of First Refusal.
- B. The Purchase Price and terms for this right of first refusal shall be the lower of the terms specified by the transferring Member, or the bona fide offer price.
- C. If this right of first refusal is not exercised timely, or timely closed, the selling Member shall be entitled to transfer that Sharing Ratio to the offeror, pursuant to the exact terms specified in the notice.
- D. The exact terms of the proposed sale, assignment, transfer or disposition subject to this Section shall be fully and accurately communicated to the Company and Member, and an exact duplicate of the offer shall be attached to the Notice.
- E. Any alteration, modification or waiver of any terms of the proposed transfer (including assignment to a new buyer) shall constitute a new proposal which shall automatically give rise to a new right of first refusal under this Section, notwithstanding that the alteration, modification or waiver may occur after lapse of the initial option periods set forth above.
- F. A Member's right to sell, assign, transfer or otherwise dispose of a Sharing Ratio or any interest therein to the proposed purchaser shall terminate if the transaction is not fully consummated within thirty (30) days after the lapse of the option period.
- G. Members who do not exercise this Right of First Refusal shall have the right to give approval of the proposed transferee, if that transferee is obtaining majority control of the Company in the transfer.

**7.5 Withdrawal.** No Member shall have the right to withdraw from the Company as a Member except in accordance with transfer of the corresponding Sharing Ratio as provided in this Article and Agreement. However, a Member has the power to withdraw but such withdrawal shall be deemed a breach of this Agreement. If a Member elects to withdraw in breach of this Agreement, the

Member shall be liable to the Company and its Members and Managers for all monetary damages resulting from the breach, including but not limited to direct, indirect, incidental and consequential damages. The Company, Members and Managers shall not have the right to prevent a Member from withdrawing through the use of an injunction or other equitable relief.

**7.6 Terms.** The Purchase Price for any transfer, pursuant to Section 7.3 of this Operating Agreement only, of a Sharing Ratio under this Agreement, except Permitted Transfers, shall be paid as follows:

**A. Down Payment.** A down payment equal to the lesser of the Purchase Price or \$50,000 shall be paid at closing.

**B. Closing.** The closing of any purchase under this Article shall occur within 60 days of the exercise of the option to purchase, at the time and place elected by the purchasing Member.

**C. Deferred Payment.** The balance of the Purchase Price shall be paid in 18 equal installments on the first day of each consecutive month following the closing, plus interest at the rate of three (3%) percent in excess of the Commercial Rate on the unpaid balance. The Purchase Price may be paid in full or prepaid in any amount at any time the Member or Company elects.

**7.7 Admission Of Assignees.** An assignee of a Sharing Ratio may only be admitted as a Member if all of the following requirements are satisfied: (i) the transfer complies with this Article; (ii) the transferee executes and delivers (a) an addendum to this Agreement agreeing to be bound by all terms and conditions of this Agreement, as amended, and (b) any other documents (including an amended Certificate) reasonably required by the Company; (iii) the transferee pays the Company its expenses incurred in connection with the transfer and admission including, but not limited to, reasonable attorneys' fees; and (iv) the Members unanimously give express written advance consent to the admission. A transferee of a Sharing Ratio who does not comply with these conditions shall not be a party in interest under this Agreement, shall have no standing as a Member under this Agreement, and shall have no rights or claims with respect to or against the Company. A transferee's claims (if any) as to an attempted transfer shall be limited to the assigning Member.

## **ARTICLE VIII**

### **DISSOLUTION AND WINDING UP**

**8.1 Dissolution.** The Company shall be dissolved upon the occurrence of any of the following events:

- A.** Entry of a final judgment, order or decree of a court with jurisdiction declaring the Company to be bankrupt, following expiration of the time for appeal of right;

- B. Sale or other disposition of all or substantially all assets of the Company;
- C. A vote to dissolve under Section 4.3A; or
- D. Entry of an order from a state circuit court that decrees dissolution of the Company, following expiration of the time for appeal of right.

**8.2 Distributions.** Upon dissolution the Company shall cease carrying on its business and affairs and wind up its affairs as soon as practicable. The Members will select one or more Members to conduct its dissolution. On the winding up of the Company, its property and assets will be liquidated, and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

- A. To the expenses of the liquidation;
- B. To pay all Company debts and liabilities, including those owed to the Members;
- C. To establish reserves the Member deems necessary or advisable to provide for any contingent or unforeseen liabilities or obligations of the Company. The balance of those reserves will be distributed when the Member deems advisable; and
- D. Any remaining proceeds or assets shall be distributed to, and allocated among, the Members in accordance with their Sharing Ratios, in cash or in kind, as soon as is deemed practicable by Member.

If assets are distributed in kind to the Members, all assets will be valued at their then fair market value as determined by the Members, and the Members' capital accounts shall be adjusted accordingly, as provided for in the Regulations, particularly those pertaining to Section 704 of the Code. This fair market value shall be used for purposes of determining any distribution amount to a Member pursuant to this Section. If the Members are unable to agree on the fair market value of any asset of the Company, the asset shall be sold.

**8.3 Certificate Of Cancellation.** After Company affairs are wound up and terminated, the Members shall sign a writing to cancel the Certificate, as amended, of record, and file a certificate of cancellation for record.

## **ARTICLE IX**

### **MISCELLANEOUS PROVISIONS**

**9.1 Notices.** All notices to the Company or Members shall be deemed duly given on the date personally served, sent by facsimile or other electronic transmission, delivered by first class mail, sent by overnight delivery service (such as Federal Express), with all delivery charges or postage prepaid, to the following addresses:

Company: 600 South Adams – Suite 210  
Birmingham, MI 48009

Members: Those addresses indicated on Schedule A for each Member.

A party may change the address to which notices are to be sent by written notice to the other parties as herein provided.

**9.2 Captions.** Paragraph titles and captions contained in this Agreement are inserted only for convenience of reference. They in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

**9.3 Attorneys' Fees.** In the event of any litigation, arbitration or other contested dispute arising in connection with this Agreement, the prevailing party in any such proceeding shall be entitled to, in addition to any other damages assessed, its reasonable actual attorneys fees and costs, including costs and fees for experts, court filings, appeals, and other related expenses.

**9.4 Interpretation.** Time shall be deemed to be of the essence in this Agreement. Use of the singular shall include the plural where appropriate, and vice versa. Use of the male pronoun shall include the female and neuter genders.

**9.5 Merger.** This document states the entire agreement of the parties with respect to the subject matter. All prior and contemporaneous representations are merged in this document, and are of no force and effect.

**9.6 Counterparts.** This Agreement may be signed in original or by fax in counterparts, each of which shall be deemed an original, and together the counterparts shall constitute one complete document.

**9.7 Further Action.** The Members shall execute, acknowledge and deliver such additional documents, or take such further actions, as may reasonably be required from time to time to carry out each of the provisions and intent of this Agreement.

**9.8 Consent/Discretion.** Any approval or consent required from a Member under this Agreement will not be effective unless evidenced by a writing signed by that party. Such approval or consent may not be unreasonably withheld or delayed, unless the party seeking that action is at that time in material default of this Agreement. Further, any such consent or approval shall be given or withheld in good faith and in a manner consistent with sound business practices and the best interests of the Company.

**9.9 Severability.** If any provisions of this Agreement are deemed unenforceable or illegal as to any event or person, it shall be deemed severed from this Agreement, and the balance of this Agreement shall be enforced to the greatest extent possible.

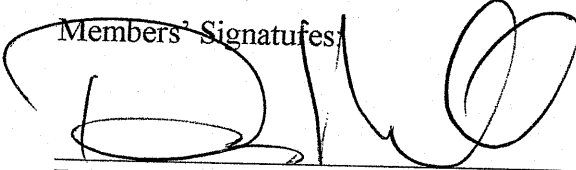
**9.10 Binding Effects.** This Agreement shall be binding upon the parties hereto and their heirs, representatives, successors and assigns, subject to the restrictions on assignment stated in this Agreement.

**IN WITNESS WHEREOF,** the parties have executed and delivered this Operating Agreement as of the date first above written.

**WITNESSES:**

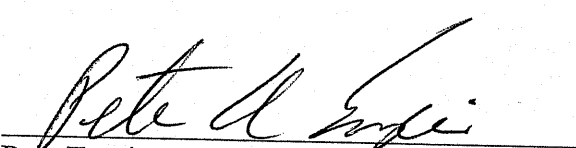
**VIVO-TN, a limited liability company**

By: 

  
Members Signatures

Dave Marshall

Date: 10/26/00

  
Pete Empie


Date: 10/26/00

  
Tim Sefton

Date: 10-19-00

  
Betts LLC, By: Mike Betts

Date: 10-19-00

  
Mark Knopper

Date: 10/19/2000



**EXHIBIT "C"**  
**FINANCIAL INFORMATION**

**EXHIBIT "D"**  
**BIOGRAPHY INFORMATION**

## **Michael J. Betts**

e-mail [mbetts@rust.net](mailto:mbetts@rust.net), web [www.rust.net/~mbetts](http://www.rust.net/~mbetts)

**Current Venture:** May 99 to date--Joined SupplySolution ([www.supplysolution.com](http://www.supplysolution.com)) as vice president of operations. The company is based out of Santa Barbara, CA but maintains it's sales and marketing headquarters in the Metro Detroit area. SupplySolution is an application service provider serving the automotive manufacturing market with a web based supply chain inventory management solution.

Currently serve on the board of directors of [bCandid.com](http://bCandid.com)

**My Last Venture:** Aug. 96 - Jan. 99-- Founded ISPNews, Inc. to provide carrier-class Usenet outsourcing services to business customers from start-up Internet service providers (ISPs) to RBOCs and national backbone providers. Negotiated and completed the merger of ISPNews with HighWind software (the leading developer of Usenet server software) to form ISPNews-Highwind in the fall of 1998. While President & CEO of ISPNews-Highwind, the company grew to profitability in 24 months with 14 employees and over 3 million in revenue. Today the company is known as bCandid. See press release--ISPnews and HighWind Merge, Intensifying competition.

**Past Ventures:** 1991 founded SelectAire corporation with two partners. Turned a college study session idea for a multi-scented air-freshener into a product sold in major grocery and mass merchant stores in over 20 states. My partners and I raised \$1 million in angel financing, made national chain retail sales calls and set up an assembly facility in Reynosa Mexico--before NAFTA. By 1994, a fortune 500 company had emulated our product in Europe and began buying our shelf space (via slotting fees) ultimately crushing our grocery distribution and crippling the company. This venture was my on-the-job MBA; a major stress test.

1994 founded Safari On-line Services--a BBS based internet service provider and web design shop with 2000 dial-up subscribers. Sold Safarinet in January 1996.

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## **CAPSULE HISTORY:**

Served six years in the U.S. Navy nuclear submarine service (1979-85). In 1990, I earned my B.S.M.E. from GMI Engineering & Management Institute and pursued employment as an automotive design engineer. In 1991, I co-founded and raised \$1 million in angel financing for SelectAire corporation--manufacturer of a multi-scented household air freshener sold in grocery and mass merchandise accounts.



# Dave Marshall

3186 Breakwater Dr. ♦ Okemos, Michigan 48864 ♦ (517) 381 - 4444 \* 101 ♦ E-mail: ICTdave@aol.com

Senior Executive with domestic and international experience in business development, increasing sell in penetrations, launching new and competitive telecommunications services and winning back subscribers through creative marketing and retention programs .

- ♦ Started company and built to profitable \$15 million business with worldwide operations
- ♦ Presently engaged in the construction and ownership of a \$25 million state wide fiber network
- ♦ Primary contractor for Cable TV companies rebuilding existing networks and marketing new product offerings

***Skilled strategist with proven success in international cable & telephony business development.***

- ♦ Increased cable TV sell in penetrations from 7% to 30% Australia and from 17% to 52 % in Venezuelan market.
- ♦ \$12 million generated through unique marketing approach in Australia, hired and trained staff of 150.
- ♦ Provide competitive win-back marketing consultation in 8 markets for the largest cable company in America -AT&T

***Visionary leader adept at identifying and capitalizing on opportunities in an ever-changing industry.***

- ♦ \$4 million revenue attained with in two years for start up company marketing telecommunications and cable TV services.
- ♦ Launched cable TV, long-distance, local telephone and internet access in 7 markets world wide.
- ♦ Started 9 divisions in past 7 years: telemarketing, direct sales, survey/research , CSR evaluation, underground/aerial construction, cable, Telephony & internet installations, DBS call center, audit/theft detection, competitive marketing consultation

***Results-driven professional with track record of quickly achieving strong revenue growth and solidifying market position.***

- ♦ Ranked #1 nationally for technical quality control & customer satisfaction (1997) and sales volume (1996) by DBS industry leader
- ♦ Set new levels of sales productivity and hired and trained over 200 direct sales reps internationally.
- ♦ Designed sales & marketing system that produces higher than average sell in penetrations regardless of cultural differences.

## Professional Experience

**INTERNATIONAL CABLE & TELEPHONE-** (1991 to present)

**President/Owner, International Cable & Telephone, Lansing, MI** (1995 to present)

- Started company and built to peak of \$15 million revenues. Managed multilingual teams worldwide (Chinese /Spanish).
- Hired CEO to manage domestic operations, then focused personal efforts on global expansion & ICT owned fiber networks
- Achieved positive cash flow in each new division launched earlier than budgeted, both in the USA and OS.
- Managed direct sales, installations, telemarketing and media placement, i.e. TV, print, radio for multiple cable companies.
- Directed payroll, billing, subscriber reports, contracts for multiple companies \$3 million revenue, 150 contractors.

**COMCAST CABLE**

**Director of Marketing-** New Haven, CT (1989-1991)

- Created marketing plan for \$30 million business (direct mail, outdoor advertising, telemarketing, broadcast/print media placement and direct sales) Restructured organization, launched pay per view, reduced cable TV theft from 20% to 3% in an urban market.

**COMCAST CABLE**

**Marketing Manager-** Willingboro, NJ (1987-1989)

- Managed \$10 million operation/\$300K annual mass marketing budget. Utilized direct mail, broadcast/print, direct sales and radio. Conducted research and focus groups, negotiated contracts, channel/tier placement and launched new cable services.

**GREATER MEDIA CABLE**

**Sales Manager-** Philadelphia, PA (1987)

- Increased sell in penetrations from 30% to 49% in six months, hired & trained 40 sales reps. Increased sales per rep 300%.

**COMCAST CABLE**

**Sales Supervisor-** Philadelphia, PA (1985-1987)

- Designed all collateral pieces, increased sales volume/rep 225% and penetration from 22% to 56%. Managed 15 sales reps

**ROGERS CABLE**

**Direct Sales Representative-** Portland, OR (1982-1985)

- Averaged 40 sales per week, set penetration record of 82%, trained new representatives, designed collateral resulting 5% gain.

Graduate of DIT Institute of Technology, 1980 ♦ Aircraft owner / Multi/Instrument pilot ♦ Physical fitness enthusiast  
♦ Proficient with IBM and Macintosh computers, Lotus, Excel, Word, Microsoft Office, internet etc.

**Pete Empie**

Vice President of Telephony Services

International Cable and Telephone

Responsible for creation of Telephony division. Manage all aspects of telephony division, which includes marketing, operations, and engineering. Responsible for 200% growth from year 1 to year 2, projecting 600% growth from year 2 to year 3.

Prior to joining International Cable and Telephone I was Regional Engineer for TCI Network Solutions Group, one of the nation's largest Integrators of Voice, video and, data (now AT&T Network Solutions Group). While at TCI, I was responsible for design, and implementation of Wide Area Networks, new markets and business opportunities, and the management of all contractors within TCI Network Solutions Group's Midwest region.

From 1995 to 1997, I worked at Brooks Fiber Communications now merged with MCI WorldCom) where my most recent position was Second Level Technical Support on the Switching side. In that capacity, I was responsible for 44 cities through out the Nation. All software as well as hardware on the Lucent 5ESS switches.

From 1989 to 1995, I worked for MCI, holding several different technical positions in the Mid Atlantic region, as well as the Midwest.

**MARK ALLEN KNOPPER**

Cisco Systems, Inc.  
122 S. Main, Suite 280  
Ann Arbor, MI 48104  
fax 734-669-8661

phone 734-669-8800 ext. 13

e-mail mknopper@cisco.com

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**EDUCATION**

The University of Michigan, Ann Arbor, Michigan. Bachelor of Science in Computer and Communications Sciences, 1980.

**EXPERIENCE**

December 1999 to present **Cisco Systems, Inc.**

Manager, Engineering – Lead of routing software development project for next generation router in Cisco's Service Provider Line of Business. Moving to larger office space in Ann Arbor (Key Bank, 100 S. Main Street), and currently hiring network engineers and programmers.

March, 1996 to December 1999 **INTERNET ENGINEERING GROUP®, L.L.C. (IEng®)**

Principal - Co-founder of company providing software for Internet routing protocols, and network engineering, training and consulting services to Internet providers and other networking companies. IEng is an independent consultant providing assistance with ISP interconnection, routing protocols, routing configuration and inter-domain routing design, peering and transit agreements, and ISP coordination. IEng's customers included Adelphia, ADP, Ascend, Avici Systems, Bellcore/Telcordia, Charlotte's Web/MRV, Cisco, Copper Mountain, France Telecom, GTE/BBN, IXC Communications, Lucent, MCI, Newbridge/Northchurch/Alcatel, Microsoft, Nokia, Nortel, Iron Bridge Networks, Redback/Siara, and UUNET.

IEng was acquired by Cisco Systems for \$25M in December, 1999.

1994 to 1996 **AMERITECH ADVANCED DATA SERVICES, ANN ARBOR, MICHIGAN.**

*Director of Network Information Infrastructure (January 1994 – March 1996)* - Leader of team responsible for product development, management and operations for Ameritech's commercial Internet access service. Principal investigator for Ameritech on cooperative agreement with National Science Foundation on NSFNET Network Access Point (NAP) Manager for the Chicago NAP. Responsible for Chicago NAP deployment, engineering, sales and operations.

1980 to 1993 **MERIT NETWORK, ANN ARBOR, MICHIGAN.**

*Manager of Internet Engineering (August 1991 - December 1993)* - Leader of team responsible for all aspects of operation, development and engineering for NSFNET Backbone. Worked closely with Advanced Network & Services, IBM, MCI and NSF as partners in the project.

*Manager of MichNet Engineering (1988-1991)* - Leader of team responsible for all aspects of operation, development and engineering for Merit's statewide Internet backbone in Michigan.

MichNet Engineering Staff (1980-1988) - Member of team responsible for all aspects of operation, development and engineering for Merit's statewide Internet backbone in Michigan. Helped backbone network grow from three universities to over 150 educational and commercial customers. One of three primary developers of PDP-11 Merit Network Operating System running on custom routers that formed the network technology for MichNet.

#### **SKILLS - Managerial and Technical**

- Co-founder of IEng, a software and consulting business, that is operated as a partnership.
- Managed multiple groups of technical and administrative staff on advanced projects.
- Located and recruited capable staff using many contacts in the Internet community.
- Developed and consulted on business plans and technical architecture for Internet Providers.
- Worked extensively with data communications and telecommunications hardware and software.
- Extensive experience with TCP/IP, OSI, X.25, DECNET, and other protocols.
- Advanced experience in Unix system administration.
- Experience with PC, Macintosh, Unix as development platforms.
- Development experience with C and unix, shell scripts.

#### **PRESENTATIONS, PUBLICATIONS and PROFESSIONAL ACTIVITIES**

- Working group chair in Internet Engineering Task Force (TUBA group 1993-1994).
- Participant in the Internet Engineering Task Force (IETF).
- Interop, and other venues: presentation on TUBA and IP Next Generation protocols.
- Chair of NSFNET Regional Techs group, 1991-1993.
- NANOG presentations on the Chicago NAP, 1994-1995.
- "Securing a Network Operations Center," (panel with Lou Steinberg, Sean Donelan and Eriks Rugelis), The Internet Security Conference, San Jose, April 12, 1998.
- "The Evolution of NAPs, Meet Points and Peering Sites," Spring Internet World 98, Los Angeles, March 12, 1998.
- "NAPs, MAEs and other Internet Interconnect Points," ONE ISPCON, San Francisco, August 10, 1996.
- "NAPs, Exchange Points and Interconnection of Internet Service Providers," White Paper series, revised February 27, 1998, available by purchase from IEng.
- "Backbone Technology for Large Internet Service Providers," White Paper series, February 27, 1998 draft, available by purchase from IEng.



Resume of  
**Tim Sefton**  
543 Vinewood Street  
Birmingham, Michigan 48009  
(248) 642-9707

**Work Experience:**

**1997 – Present**                      **Invivo**                      **Birmingham, Michigan**  
President

For the past 2 years Invivo has provided CLEC formation services to business organizations entering the local exchange market. These services include regulatory activities, interconnection negotiation activities, network design, project management and implementation. To date Invivo has been and is involved in the development of over 10 CLECs spread throughout the domestic US.

**1997 - 1998**                      **SAVVIS Communications**                      **Birmingham, Michigan**  
Senior Account Manager

In March of 1997 opened the Michigan office for SAVVIS Communications. In the first year of operation achieved over \$100,000 / mo of recurring revenue. In Michigan, over 15% of the ISP market was penetrated within the first 12 months of operation. Knowledge of ATM, Frame Relay, IP routing along with telecommunications industry standards obtained at SAVVIS.

**1995 - 1997**                      **TelSoft Consultants**                      **Walled Lake, Michigan**  
Account Manager - Internet Division

Responsible for marketing and sales of Internet and computer networking products at TelSoft. Over \$4,000 mo recurring revenue developed in first 8 months of Internet divisions existence.

**1989 – 1995**                      **Variation Systems Analysis**                      **St. Clair Shores, Michigan**  
Account Manager - Ford Motor Company

Responsible for marketing and sales of all VSA products (software, training, and consulting) to Ford Motor Company. Highest profit generating account (\$2 Million plus revenue per year). Currently 25% ahead of 1994/1995 revenue goals. See attached sheet for detailed description of Account development achievements.

**91-93**                                      Training Manager  
Responsible for development and conduction of VSA training classes. Courses addressed both internal (VSA) and external training.

**89-91**                                      VSA Project Engineer  
Conducted VSA analysis for Ford Motor Company. Focus on door system variability and interior trim.

**1988-1991**                      **Chrysler Motors**                      **Warren, Michigan**  
Assembly Line supervisor at Dodge Truck Plant.  
Supervised engine dress, chassis, and final line production sections at the plant.

**88-90**                                      Power Train Advanced Manufacturing Engineering  
Involved in the development and implementation of several large scale Power Train projects including Automated Casting Line, Automated Cylinder Head Assembly Line, Engine Assembly Line.

**Educational Background:**

**1982-1987**  
**University of Colorado**                      **Boulder, Colorado**  
BSME - Strong emphasis on computer science and electronics.

**Interests & Hobbies**

Computers.- familiar with both UNIX, and PC platforms. knowledgeable in network solutions, and telecommunications methods. Home Brewing and Skiing, References available upon request.

**EXHIBIT "E"**  
**CORPORATE ORGANIZATION CHART**

**EXHIBIT "F"**  
**INTRALATA PRESUBSCRIPTION IMPLEMENTATION PLAN**

**VIVO-TN, LLC (VIVO)**  
**IntraLATA Presubscription Implementation Plan**

**I. Purpose**

The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls. VIVO proposes to implement intraLATA toll dialing parity from the date it receives authority to provide local exchange services in Tennessee and has entered into interconnection arrangements with the ILECs. VIVO proposes to provide toll dialing parity to the Chattanooga, Knoxville, Memphis and Nashville LATAs. Attached hereto are the exchange areas that VIVO proposes to provide intraLATA toll dialing parity.

**II. Carrier Selection Procedures**

VIVO will implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the implementation date.

VIVO employees who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Business Office personnel will be prepared to make changes in customer records based upon requests from customers or carriers and direct customers to their chosen intraLATA carriers. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. VIVO will implement a PIC change charge waiver period of 90 days.

**New Customers**

Customers who contact VIVO requesting new telephone exchange service will be provided a list of telecommunications carriers available to provide interLATA toll service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including VIVO, that provides intraLATA toll service in their exchange. The list of intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier will be identified within VIVO's system as a "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" within VIVO's systems will be required to dial 101XXXX to place intraLATA toll calls until they make an affirmative choice for an intraLATA toll carrier.

### III. Customer Education/Notification

Customers will receive information explaining their opportunity to select an intraLATA carrier a minimum of 30 days in advance of the offering of intraLATA toll dialing parity via a bill message. In addition, during the 30 days following implementation of intraLATA Dialing Party, customers will receive a bill insert also explaining their opportunity to select an intraLATA carrier. VIVO anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. Customer telephone directories will be updated as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier.

### IV. Carrier Notification

Current interexchange carriers will be notified of VIVO's intraLATA toll dialing parity implementation via letter approximately 90 days in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of VIVO's implementation date. VIVO needs notification in advance to include the carrier on the list of participating carriers in each VIVO exchange. Certified carriers who enter the market after implementation will be added to the list of participating carriers within 30 days of notifying VIVO.

VIVO will provide subscriber listing information to carriers in "readily accessible" tape or electronic formats in a timely manner as requested through the processes that currently exist for the interLATA market. The process includes subscriber listing updates to carriers for new customers who choose that carrier or of existing customers of a carrier who revise their subscriber listing information. In addition, carriers can obtain complete subscriber listings in several formats. The provision of this information is in compliance with FCC Order No. 96-333, Paragraph 389.

VIVO will comply with Part 51, Sections, 305, 307, 325, 327, 329, 331, 333 and 335 of the FCC Order in providing the required information and notice to the public of network changes. VIVO plans to file a public notice with the FCC, with possible migration of the notice to the Internet process as described in Section 329. The notice will include network information as outlined in Section 327. The notice will be provided within the timeframes described in Sections 331-333. VIVO will comply with all rules of the FCC and the TRA.

## V. Non-Discriminatory Access

VIVO will provide:

- non-discriminatory access to emergency services and services for the hearing and speech impaired;
- non-discriminatory access to local and long distance directory assistance and provision of local telephone directories to end users;
- non-discriminatory access to operator services;
- non-discriminatory access using standard dialing patterns to all interLATA and intraLATA long distance carriers, including 1+ and 0+ access to the customer's carrier of choice for interLATA calls; and
- non-discriminatory access to telephone numbers and number portability where technically and economically feasible.

## VI. Slamming Policy

### Verification of orders

VIVO will not submit a change order for local exchange or intrastate toll service until the change order is confirmed in accordance with one of the following procedures:

- (a) VIVO has obtained the customer's written authorization to submit the order which includes the following information from the customer:
  - (1) The customer billing name, billing telephone number and billing address and each telephone number to be covered by the change order;
  - (2) The decision to change; and
  - (3) The customer's understanding of the change fee.
- (b) VIVO has obtained the customer's authorization, as described in (a) of this subsection, electronically.

Calls to the number(s) shall connect a customer to a voice response unit, or similar, that records the required information regarding the change, including automatically recording the originating automatic number identification (ANI).

- (c) An appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative has obtained the customer's oral authorization to submit the change order that confirms and includes appropriate verification data in (a) of this subsection.

### Implementing order changes

- (a) Telemarketing orders. Within three business days of any telemarketing order for a change, VIVO will send each new customer an information package by first class mail containing at least the following information concerning the requested change:

- (1) The information is being sent to confirm a telemarketing order placed by the customer.
- (2) The name of the customer's current telecommunications company.
- (3) A description of any terms, conditions or charges that will be incurred.

- (4) The name of the newly requested telecommunications company.
- (5) The name of the person ordering the change.
- (6) The name, address and telephone number of both the customer and VIVO.
- (7) A postpaid postcard which the customer can use to deny, cancel or confirm a service order.
- (8) A clear statement that if the customer does not return the postcard, the customer's service will be switched fourteen days after the date the information package was mailed. If customers have cancelled their orders during the waiting period, VIVO cannot submit the customer's order.
- (9) The name, address and telephone number of a contact point for consumer complaints.
- (b) The documentation of the order shall be retained by VIVO, at a minimum, for twelve months to serve as verification of the customer's authorization to change its telecommunications company. The documentation will be made available to the customer upon request.
- (c) Customer initiated orders. VIVO when receiving the customer initiated request for a change of local exchange and/or intrastate toll shall keep an internal memorandum or record generated at the time of the request. Such internal record shall be maintained by VIVO for a minimum of twelve months to serve as verification of the customer's authorization to change telecommunications companies. The internal record will be made available to the customer upon request. Within three business days of the order, VIVO will send each new customer an information package by first class mail containing at least the following information concerning the request to change.

# List of Exchanges

Adams-Cedar Hill	Arlington	Ashland City	Athens
Bean Station	Bells	Bent Creek	Benton
Bethel Springs	Big Sandy	Blanche	Bolivar
Brownsville	Bulls Gap	Camden	Carthage
Cedar Grove	Centerville	Charleston	Charlotte
Chattanooga	Chestnut Hill	Clarksville	Cleveland
Clinton	Collierville	Columbia	Copper Basin
Covington	Cross Plains	Culleoka	Cumberland City
Cumberland Gap	Cunningham	Dandridge	Dayton
Decatur	Dickson	Dover	Dyer
Dyersburg	Eagleville	East Sango	Elkton
Etowah	Fairview	Fayetteville	Flintville
Franklin	Fredonia	Gallatin	Gatlinburg
Georgetown	Gibson	Gleason	Goodlettsville
Grand Junction	Greenback	Greenbrier	Greenfield
Halls	Hampshire	Harriman	Hartsville
Henderson	Hendersonville	Henning	Hohenwald
Hornbeak	Humboldt	Huntington	Huntland
Jackson	Jasper	Jefferson City	Jellico
Kenton	Kingston	Kingston Springs	Knoxville
LaFollette	LaGrange	Lake City	Lawrenceburg
Lebanon	Lenoir City	Lewisburg	Lexington
Loudon	Lyles	Lynchburg	Lynnville
Madisonville	Manchester	Maryville	Mascot
Maynardville	McEwen	McKenzie	Medina
Memphis	Middleton	Milan	Morristown
Moscow	Mt. Pleasant	Murfreesboro	Nashville
Newbern	Newport	Normandy	Norris
N. Spring Hill	Oak Ridge	Old Hickory	Oliver Springs
Palmyra	Paris	Petersburg	Pleasant View
Portland	Pulaski	Ridgely	Ripley
Rockwood	Rogersville	Sango	Santa Fe
Savannah	Selmer	Sevierville	Sewanee
Shelbyville	Smyrna	Sneedville	Soddy-Daisy
Solway	Somerville	S. Cunningham	S. Fredonia
S. Pittsburgh	Spencer Mill	Spring City	Springfield
Spring Hill	Summertown	Surgoinsville	Sweetwater
Tiptonville	Trenton	Triune	Troy
Tullahoma	Union City	Vanleer	Wartrace
Watertown	Waverly	W. Sweetwater	W. Whiteville
White Bluff	White House	White Pine	Whiteville
Whitewell	Williamsport	Winchester	



**EXHIBIT "G"**  
**SMALL & MINORITY OWNED TELECOMMUNICATIONS BUSINESS**  
**PARTICIPATION PLAN**

**VIVO-TN, LLC**

**SMALL & MINORITY OWNED TELECOMMUNICATIONS BUSINESS  
PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, VIVO-TN, LLC ("VIVO") submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

## **I. PURPOSE**

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. VIVO is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. VIVO will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, VIVO will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to VIVO of such opportunities. VIVO's representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, VIVO will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

## II. DEFINITIONS

As defined in §65-5-212.

*Minority-Owned Business.* Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

*Small Business.* Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

## III. ADMINISTRATION

VIVO's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting VIVO's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Tim Sefton, VP of Customer Service  
VIVO-TN, LLC  
600 South Adams; Suite 210  
Birmingham, Michigan 48009  
Telephone: (248) 644-5988  
Facsimile: (248) 647-0526

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.

- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
  - (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
  - (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.
  - (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
  - (6) Providing records and reports and cooperate in any authorized surveys as required by the Tennessee Regulatory Authority.
  - (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
  - (8) Providing information and educational activities to persons within VIVO and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.
- In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce  
The Tennessee Department of Economic and Community Development  
The United States Department of Commerce  
Small Business Administration  
Office of Minority Business  
The National Minority Supplier Development Counsel  
The National Association of Women Business Owners

The National Minority Supplier Development Counsel  
The National Association of Women Business Owners  
The National Association of Minority Contractors  
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

#### **IV. RECORDS AND COMPLIANCE REPORTS**

VIVO will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, VIVO will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

VIVO will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, VIVO will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

VIVO-TN, LLC

By: 

Tim Sefton  
VP of Customer Service

Dated: 11-22-00

EXHIBIT "H"  
PRE-FILED TESTIMONY

PRE-FILED TESTIMONY  
OF  
TIM SEFTON

I. Introduction

1     1.     Q.     Please state your name and business address.

2           A.     My name is Tim Sefton. My business address is 600 South Adams; Suite 210,  
3                   Birmingham, Michigan 48009.

4     2.     Q.     By whom are you employed and in what capacity?

5           A.     I am VP of Customer Service for VIVO-TN, LLC ("VIVO").

6     3.     Q.     Please give a brief description of your background and experience in business and  
7                   telecommunications.

8           A.     My background and experience, as well as other members of the management team  
9                   of VIVO, are set forth in Exhibit D to our application.

10



1 4. Q. What is the purpose of your testimony?

2 A. The purpose of my testimony is to describe the nature of VIVO's proposed service  
3 offering within the State of Tennessee, and to demonstrate its financial, managerial,  
4 and technical ability to provide the telecommunications services for which authority  
5 is sought herein.

6 5. Q. Do you wish to incorporate by reference any documents into your testimony?

7 A. Yes. I wish to incorporate by reference the underlying Application filed in this  
8 proceeding and its associated attachments.

9 II. The Business of VIVO

10 6. Q. Has VIVO registered to do business in Tennessee?

11 A. Yes. VIVO is a Tennessee Limited Liability Company. A copy of VIVO's Articles  
12 of Organization is attached to the Application as Exhibit A and a copy of its  
13 Operating Agreement is attached to that Application as Exhibit B.  
14

1 7. Q. Please describe the services VIVO intends to provide within the State of Tennessee.

2 A. VIVO expects to offer a full array of local exchange services to both business and  
3 residential customers, including the following:

4  
5 Interexchange (switched and dedicated services):

- 6 A. 1+ and 101XXXX outbound dialing;  
7 B. 800/888 toll-free inbound dialing;  
8 C. Calling cards; and  
9 D. Data Services.

10  
11 Local Exchange:

- 12 A. Local Exchange Services for business and residence telecommuter  
13 customers that will enable customers to originate and terminate local calls in the  
14 local calling area served by other LECs.  
15 B. Switched local exchange services, including basic service, trunks, carrier  
16 access, and any other switched local services that currently exist or will exist in the  
17 future.  
18 C. Non-switched local services (e.g., private line) that currently exist or will  
19 exist in the future.  
20 D. Centrex and/or Centrex-like services that currently exist or will exist in the  
21 future.  
22 E. Digital subscriber line, ISDN, and other high capacity services.

23 In addition to the services listed above, VIVO, through interconnection with other  
24 carriers, will offer dual-party relay services, 9-1-1 Emergency Services, directory  
25 assistance and operator assisted calls, lifeline, and toll-free calling.

1 8. Q. How does VIVO intend to provide service in the State of Tennessee?

2 A. VIVO will use unbundled network elements and services purchased from  
3 BellSouth and other incumbent local exchange providers, where applicable, to  
4 provide service through VIVO's facilities. VIVO will also resell the facilities of  
5 the existing LECs or underlying carriers that presently serve Tennessee.

6  
7 Switches will be deployed in carrier class co-location sites (Switch and Data  
8 Facilities initially located at 3599 Knight Road, Memphis TN 38118). Network  
9 will be comprised of Fiber ring between ILEC central offices, DSLAMs in central  
10 offices and class 5 Next Generation Switch (Convergent or Telica) at switching  
11 location.

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9. Q. Does VIVO have authorization to provide intrastate telecommunications services in any other state?

A. No.

10. Q. Has VIVO ever had an application for a certificate of public convenience and necessity denied?

A. No.

11. Q. Does VIVO intend to file a tariff with the Commission?
- A. Yes. VIVO will file its tariff subsequent to certification and prior to commencing operations as required by Commission rules.
12. Q. Is Applicant is willing and able to adhere to all applicable TRA policies, rules and orders?
- A. Yes. Applicant is willing and able to adhere to all applicable TRA policies, rules and orders. In addition, VIVO at all times will provide interstate services in compliance with all FCC rules and regulations. VIVO will at all times provide and market services in accordance with current Commission policies and will attempt to comply with the terms of that order in every respect possible.

13. Q. Has VIVO provided any intrastate telecommunications services within the State of Tennessee?
- A. No it has not.
14. Q. What rates will VIVO charge upon receipt of certification?
- A. VIVO will charge the tariffed rates approved by the Commission.
15. Q. How will VIVO market services in Tennessee?
- A. VIVO intends to market its services via direct sales by VIVO's employees.

III. Managerial, Technical and Financial Qualifications

16. Q. Does VIVO have sufficient managerial, technical, and financial resources and ability to provide the telecommunications services proposed in its Application?
- A. Yes. VIVO has sufficient technical, financial, and managerial resources and ability to provide the telecommunications services for which authority is sought herein. VIVO's personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience. My qualifications and experience, as well as members of VIVO's current management team, are discussed on Exhibit D which is attached to our Application in support of Applicant's managerial and technical ability to provide the services for which authority is sought herein.

17. Q. How does VIVO handle customer service requests?

A. Registrant's customer service department may be contacted nationwide via a local or toll-free number. The Company will maintain a Customer Service Department exclusively for Customer's questions, requests for service, complaints and trouble handling. The Company's Customer Service address and applicable local or toll free number(s) will be printed on the Customer's bill. The Customer Service Department will be located at 600 South Adams; Suite 210, Birmingham, Michigan 48009. The Company also intends to have a locally staffed office at one or more hub site locations in each state and will provide its customers with a local Customer Service number which will be available 24 hours per day, 7 days per week.

Office Hours- Excluding holidays, Customer Service Representatives will be available 8:00 AM to 5:00 PM standard time Monday through Friday. After hours, Sundays and on holidays, Customers will automatically forwarded to an answering service for messaging and paging.

Complaint Procedures- The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Company finds its actions to be consistent

with its Tariff, the Company will inform the Customer of its no fault finding and require full payment of any outstanding balance due. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Commission for final determination.

18. Q. Please describe the financial condition of VIVO.

A. In support of VIVO's financial ability to provide the services sought herein, a copy of VIVO's Balance Sheet as of November 28, 2008, and a copy of VIVO's Balance Sheet as of November 28, 2009, were submitted as Exhibit C to its Application, along with the company's Business Plan.



#### IV. Public Interest

19. Q. How will residents of Tennessee benefit from VIVO's services and presence in Tennessee?

The Commission's grant of this certificate is in the public interest because residential and business consumers of telecommunications services within VIVO's service territory will receive increased choice, improved quality of service, and heightened opportunities to obtain improved technology in the homes and businesses. Market incentives for new and old telecommunications providers in Tennessee will be improved greatly through an increase in the diversity of suppliers and competition within the local exchange telecommunications market. Consistent with the Commission's intent to aid in the development of a competitive telecommunications environment in Tennessee, the granting of a certificate of authority to provide local exchange and interexchange service will offer increased efficiency to the State's telecommunications infrastructure through greater reliability of services and an increase in competitive choices.

20. Q. Does this conclude your testimony?

A. Yes. I would like to thank the Commission for this opportunity to provide information relevant to VIVO's Application and am ready to provide any additional information that the Commission may need in making its decision.

**EXHIBIT "I"**  
**NUMBERING ISSUES & TENNESSEE SPECIFIC OPERATION ISSUES**

**Numbering Issues**

Please provide answers to the following questions concerning numbering within your proposed service area.

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

Within a year Vivo expects to utilize 12,000 NXX within the state of TN.

**6,000 in NPA 901**

**6,000 in NPA 615**

2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

**20,000**

3. When and in what NPA do you expect to establish your service footprint?

**901 and then 615 within 6 months of certification**

4. Will the company sequentially assign telephone numbers within NXXs?

**Unless otherwise requested by customer**

5. What measures does the company intend to take to conserve Tennessee numbering resources?

**1. Local number portability whenever possible. The company will follow NANPA guidelines and Commission regulations and assign numbers accordingly.**

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

**85%, unless growth requirements demand separate NXX due to switch addition or trunk group provisioning requirements.**

### **Tennessee Specific Operational Issues**

Please provide answers to the following questions concerning Tennessee Specific Operational Issues.

1. How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

**Calls will be billed based upon origination and destination numbers, numbers defined in the lerg as in the same county will be designated as local.**

2. Is the company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

**The company is not aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database. The company intends to address all interconnection requirements and procedures with Bell South during the negotiation process and prior to the provision of local exchange service.**

3. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

**Yes, we will maintain same local calling areas.**

4. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

**Calls will be billed based upon origination and destination numbers, numbers defined in the lerg as in the same county will be designated as local.**

5 Employee responsible to work with the TRA on resolving customer complaints:

**Regulatory contact: Tim Sefton  
(248) 644-5988**

**Customer Service contact: Tim Sefton  
(866) 256-7086**

6. The company intends to use telesales by its own employees. **The company is aware of the telemarketing statutes and limitations found in TCA Section 65-4-401 and Chapter 1220-4-11 and will make every effort to comply with these regulations.**

**EXHIBIT "J"**  
**PROPOSED TARIFFS**

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TITLE SHEETTENNESSEE TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by VIVO-TN, LLC ("VIVO"), with principal offices at 600 South Adams; Suite 210, Birmingham, Michigan 48009. This tariff applies for services furnished within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the company's principal place of business.

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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

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CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original

\* New or Revised Sheet

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Effective:

By:

Tim Sefton, VP of Customer Service  
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**TABLE OF CONTENTS**

	Page
Title Sheet.....	1
Concurring, Connecting or Other Participating Carriers.....	2
Check Sheet.....	3
Table of Contents.....	4
Tariff Format.....	5
Symbols.....	6
Section 1 - Technical Terms and Abbreviations.....	7
Section 2 - Rules and Regulations.....	9
2.1 Undertaking of the Company.....	9
2.2 Use of Services.....	10
2.3 Liability of the Company.....	11
2.4 Responsibilities of the Customer.....	13
2.5 Cancellation or Interruption of Service.....	15
2.6 Credit Allowance.....	17
2.7 Restoration of Service.....	18
2.8 Deposit.....	18
2.9 Advance Payments.....	18
2.10 Payment and Billing.....	19
2.11 Collection Costs.....	20
2.12 Taxes.....	20
2.13 Late Charge.....	20
2.14 Returned Check Charge.....	20
2.15 Reconnection Charge.....	20
Section 3 - Description of Service.....	21
3.1 Computation of Charges.....	21
3.2 Customer Complaints and/or Billing Disputes.....	22
3.3 Level of Service.....	23
3.4 Billing Entity Conditions.....	23
3.5 Service Offerings.....	24
Section 4- Rates.....	28

---

Issued: December 11, 2000

Effective:

By:

Tim Sefton, VP of Customer Service  
600 South Adams; Suite 210  
Birmingham, Michigan 48009

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**TARIFF FORMAT**

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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Birmingham, Michigan 48009

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Tennessee Regulatory Authority.

Company or VIVO - Used throughout this tariff to mean VIVO-TN, LLC, a Tennessee Limited Liability Company.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

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600 South Adams, Suite 210  
Birmingham, Michigan 48009

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Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Tennessee.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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Issued: December 11, 2000

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Tennessee. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

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- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

## **2.2 Use of Services**

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

### **2.3 Liability of the Company**

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

**2.5 Cancellation or Interruption of Services**

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
  - 2.5.1.B For violation of any of the provisions of this tariff,
  - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
  - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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600 South Adams; Suite 210  
Birmingham, Michigan 48009

**2.6 Credit Allowance**

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

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600 South Adams; Suite 210  
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**2.7 Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

**2.8 Deposit**

The Company does not require deposits.

**2.9 Advance Payments**

The Company does not require advance payments.

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**2.10 Payment and Billing**

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on any unpaid amount 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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**2.11 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

**2.12 Taxes**

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

**2.13 Late Charge**

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

**2.14 Returned Check Charge**

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

**2.15 Reconnection Charge**

A reconnection fee \$25 per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

**SECTION 3 - DESCRIPTION OF SERVICE**

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Effective:

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**3.1 Computation of Charges**

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute that is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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Birmingham, Michigan 48009

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

**3.2 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

600 South Adams; Suite 210  
Birmingham, Michigan 48009  
(866) 256-7086

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

**3.3 Level of Service**

A Customer can expect end to end network availability of not less than 99% at all times for all services.

**3.4 Billing Entity Conditions**

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions, and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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Issued: December 11, 2000

By:

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**3.5 Service Offerings****3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

**3.5.2 Travel Cards**

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

**3.5.3 800 Service (Toll-Free)**

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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**Issued: December 11, 2000****By:**

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3.5.4 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

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Issued: December 11, 2000

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A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to the Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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Issued: December 11, 2000

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. No charges will be assessed by the Company for directory assistance.

## 3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Discounts may apply based upon volume, affinity group plans, or term plan commitments.

## 3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

## 3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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Issued: December 11, 2000

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SECTION 4 - RATES

4.1 1+ Dialing

\$0.10 per minute

Billed in one minute increments

4.2 Travel Cards

\$.25 per minute

A \$.25 per call service charge applies.  
Billed in one minute increments

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**4.3 Toll Free**

\$0.15 per minute

A \$10 per month per number service charge applies.  
Billed in one minute increments

**4.4 Prepaid Calling Cards****Program**

A	\$.015	Per Telecom Unit
B	\$.019	Per Telecom Unit
C	\$.025	Per Telecom Unit
D	\$.029	Per Telecom Unit
E	\$.032	Per Telecom Unit
F	\$.035	Per Telecom Unit
G	\$.039	Per Telecom Unit
H	\$.045	Per Telecom Unit
I	\$.05	Per Telecom Unit
J	\$.06	Per Telecom Unit
K	\$.07	Per Telecom Unit
L	\$.08	Per Telecom Unit
M	\$.09	Per Telecom Unit
N	\$.10	Per Telecom Unit
O	\$.11	Per Telecom Unit
P	\$.12	Per Telecom Unit
Q	\$.13	Per Telecom Unit
R	\$.14	Per Telecom Unit
S	\$.15	Per Telecom Unit
T	\$.19	Per Telecom Unit
U	\$.20	Per Telecom Unit
V	\$.25	Per Telecom Unit
W	\$.29	Per Telecom Unit
X	\$.30	Per Telecom Unit
Y	\$.33	Per Telecom Unit
Z	\$.35	Per Telecom Unit
AA	\$.39	Per Telecom Unit
BB	\$.40	Per Telecom Unit
CC	\$.50	Per Telecom Unit

A \$.59 per call service charge applies.

Issued: December 11, 2000

Effective:

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**4.5 Returned Check Charge**

\$25.00

**4.6 Directory Assistance**

\$.75

**4.7 Rate Periods**

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period	Evening Rate Period	
5 p.m. to 11 p.m.*	Evening Rate Period		
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

**4.8 Payphone Dial Around Surcharge**

A dial around surcharge of \$.24 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

Issued: December 11, 2000

Effective:

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**4.9 Universal Service Fund Assessment & Presubscribed  
Interexchange Carrier Charge**

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator. A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

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**Issued: December 11, 2000****Effective:****By:****Tim Sefton, VP of Customer Service  
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**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USERS**

**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY  
VIVO-TN, LLC  
WITHIN THE STATE OF TENNESSEE**

Issued: December 11, 2000  
Issued by:

Effective:  
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VIVO-TN, LLC  
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**TABLE OF CONTENTS**

Description	
TABLE OF CONTENTS .....	1
CHECK SHEET .....	2
EXPLANATION OF SYMBOLS.....	4
APPLICATION OF TARIFF .....	5
1.0 - DEFINITIONS .....	6
2.0 - RULES AND REGULATIONS .....	10
3.0 - SERVICE AREAS .....	41
4.0 - SERVICE CHARGES .....	43
5.0 - NETWORK SERVICE DESCRIPTIONS .....	44
6.0 - RESERVED FOR FUTURE USE.....	59
7.0 - LOCAL SERVICE PRICES LIST .....	60
8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES.....	77
9.0 - RESERVED FOR FUTURE USE.....	85
10.0 - EXCHANGE AREAS .....	86
11.0 - MISCELLANEOUS SERVICES .....	87
12.0 -SPECIAL PROMOTIONS .....	90

Issued: December 11, 2000  
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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page Number	Revision	Page Number	Revision	Page Number	Revision	Page Number	Revision	Page Number	Revision
1	Original	26	Original	51	Original	76	Original		
2	Original	27	Original	52	Original	77	Original		
3	Original	28	Original	53	Original	78	Original		
4	Original	29	Original	54	Original	79	Original		
5	Original	30	Original	55	Original	80	Original		
6	Original	31	Original	56	Original	81	Original		
7	Original	32	Original	57	Original	82	Original		
8	Original	33	Original	58	Original	83	Original		
9	Original	34	Original	59	Original	84	Original		
10	Original	35	Original	60	Original	85	Original		
11	Original	36	Original	61	Original	86	Original		
12	Original	37	Original	62	Original	87	Original		
13	Original	38	Original	63	Original	88	Original		
14	Original	39	Original	64	Original	89	Original		
15	Original	40	Original	65	Original	90	Original		
16	Original	41	Original	66	Original				
17	Original	42	Original	67	Original				
18	Original	43	Original	68	Original				
19	Original	44	Original	69	Original				
20	Original	45	Original	70	Original				
21	Original	46	Original	71	Original				
22	Original	47	Original	72	Original				
23	Original	48	Original	73	Original				
24	Original	49	Original	74	Original				
25	Original	50	Original	75	Original				

Issued: December 11, 2000  
Issued by:

Effective:  
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**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

Issued: December 11, 2000  
Issued by:

Effective:  
Tim Sefton, VP of Customer Service  
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by VIVO-TN, LLC, to customers within the state of Tennessee.

Issued: December 11, 2000  
Issued by:

Effective:  
Tim Sefton, VP of Customer Service  
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**SECTION 1.0 - DEFINITIONS**

For the purpose of this tariff, the following definitions will apply:

**Access Line** - An arrangement which connects the Customer's location to a switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**Advance Payment** - Part or all of a payment required before the start of service.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** - Tennessee Regulatory Authority.

**Company or Carrier** - VIVO-TN, LLC, unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

Issued: December 11, 2000  
Issued by:

Effective:  
Tim Sefton, VP of Customer Service  
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**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

Issued: December 11, 2000  
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**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**LEC** - Local Exchange Company

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Multi-Frequency or ("MF")** - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

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**Service commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order of this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Telephone Company** - Used throughout this tariff to mean VIVO-TN, LLC, unless clearly indicated otherwise by the text.

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Tennessee, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

Issued: December 11, 2000  
Issued by:

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
  - (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.

Issued: December 11, 2000  
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

Issued: December 11, 2000  
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

Issued: December 11, 2000  
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - (3) Any unlawful or unauthorized use of the Company's facilities and services;
  - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
  - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

Issued: December 11, 2000  
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Effective:  
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

Issued: December 11, 2000  
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - (2) the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

Issued: December 11, 2000  
Issued by:

Effective:  
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

Issued: December 11, 2000  
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Tennessee Regulatory Authority's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

Issued: December 11, 2000  
Issued by:

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

Issued: December 11, 2000  
Issued by:

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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer**

**2.3.1 General (cont'd.)**

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.3 Obligations of the Customer (Cont'd.)**

**2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

Issued: December 11, 2000  
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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.3 Interconnection of Facilities**

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Tennessee Regulatory Authority to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

Issued: December 11, 2000  
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Effective:  
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.4 Customer Equipment and Channels (Cont'd.)**

**2.4.4 Inspections**

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.5 Customer Deposits and Advance Payments**

**2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

Issued: December 11, 2000  
Issued by:

Effective:  
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Tennessee Regulatory Authority Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (C) Deposits will accrue interest annually at the rate per annum in accordance with Tennessee Regulatory Authority Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.
- (D) The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Services**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Tennessee gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Tennessee Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Tennessee, or both, and are charged to a subscriber's telephone number or account in Tennessee.

**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end of the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

Issued: December 11, 2000  
Issued by:

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority in accordance with the Commission's rules and procedure. The address of the Commission is as follows:  
  
Tennessee Regulatory Authority  
460 Robertson Parkway  
Nashville, Tennessee 37243
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

Issued: December 11, 2000  
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Effective:  
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**SECTION 2.0 - RULES AND REGULATIONS (CONT'D)**

**2.6 Payment Arrangements (Cont'd.)**

**2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

Issued: December 11, 2000  
Issued by:

Effective:  
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SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.3 Discontinuance of Service for Cause

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.6 Payment Arrangements, (Continued)**

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

**2.6.5 Cancellation of Application for Service**

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

Issued: December 11, 2000  
Issued by:

Effective:  
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SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

**2.6 Payment Arrangements, (Continued)**

**2.6.6 Changes in Services Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6.7 Bad Check Charge**

A service charge equal to \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

Issued: December 11, 2000  
Issued by:

Effective:  
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SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.1 General (Continued)

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 2.0 – RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruptions in Service, (Continued)**

**2.7.2 Limitations of Allowances**

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

Issued: December 11, 2000  
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Effective:  
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SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.4 Application of Credits for Interruptions in Service, (Continued)**

**(D) Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service to be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**(E) Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**(F) Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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Issued by:

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.7 Allowances for Interruption in Service, (Continued)**

**2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.6 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

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SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.9 Reserved for Future Use

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)**

**2.12 Notices and Communications**

- 2.12.2** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.3** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.4** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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Effective:  
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### **SECTION 3.0 - SERVICE AREAS**

#### **3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) BellSouth

#### **3.2 Rate Classes**

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Tennessee Regulatory Authority reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in BellSouth's Tennessee General Local Exchange Service Tariff.

#### **3.3 Reserved for Future Use**

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Issued by:

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First Line	\$41.50	\$58.50
Each Additional Line	\$18.00	\$31.00
Line Change Charge		
First Line	\$28.00	\$47.00
Each Additional Line	\$15.00	\$15.00
Secondary Service Order Charge	\$20.00	\$24.00

**4.2 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Residential</u>	<u>Business</u>
Initial 15 minute increment	\$28.00	\$28.00
Each Additional 15 minute increment	\$11.00	\$11.00

**4.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Per occasion	\$15.00	\$35.00

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS**

**5.1 General**

**5.1.1 Services Offered**

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Tennessee Regulatory Authority:

Standard Residence Line Service  
Standard Business Line Service  
PBX Trunk Service  
Direct Inward Dial (DID) Service  
Optional Calling Features

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)  
Directory Assistance  
Miscellaneous Services (including Vanity Numbers and Number Portability)

**5.1.2 Application of Rates and Charges**

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)

5.1 General (Continued)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, Tennessee State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

Issued: December 11, 2000  
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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.2 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

**5.3 Distance Calculations**

Where charges for a service are specified based upon distance, the following rules apply:

**5.3.1** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

**5.3.2** The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**5.3.3** The formula for distance calculations is:

$$(V_1 - V_2)^2 + (H_1 - H_2)^2$$

10

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SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)

**5.4 Rate Periods for Time of Day Sensitive Services**

- 5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO							
5:00 PM*							
5:00 PM							
TO							
11:00 PM*							
11:00 PM TO							
8:00 AM*							

DAYTIME RATE PERIOD

EVENING RATE PERIOD

EVE

NIGHT/WEEKEND RATE PERIOD

\*Up to but not including.

- 5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.
- 5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day  
Memorial Day  
Independence Day  
Thanksgiving Day  
Christmas Day

January 1  
As Federally Observed  
July 4  
As Federally Observed  
December 25

Issued: December 11, 2000  
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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.5 Standard Residence Line**

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.6 Standard Business Line**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

**5.7 PBX Trunk Service**

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

**5.8 Direct Inward Dialing (DID) Service**

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

**5.9 Reserved for Future Use**

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Issued by:

Effective:  
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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.10 Reserved for Future Use**

**5.11 Optional Calling Features**

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

**5.11.1 Features Descriptions**

- (A) **Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;  
Priority Screening;  
Ring Control; and  
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) **Flexible Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (C) **Flexible Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

Issued: December 11, 2000  
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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (D) **Flexible Call Forwarding Plus with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (E) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) **Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (G) **Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) **Call Forwarding Don't Answer w/Ring Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (I) **Call Forwarding Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (J) **Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (K) **Call Forwarding Busy Line w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (L) **Call Waiting – Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

(M) **Call Waiting – Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;  
Answer the waiting call and disconnecting from the first party;  
Direct the waiting caller to hold via a recording  
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

(N) **Call Waiting – Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.

(O) **Caller ID – Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (P) **Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (Q) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- (R) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (S) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (T) **Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (U) **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (V) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (W) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.11 Optional Calling Features, (continued)**

**5.11.1 Feature Descriptions, (continued)**

- (X) **Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing – First Number and Distinctive Ringing – Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (Y) **Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.
- (Z) **Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

Issued: December 11, 2000  
Issued by:

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (AA) **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- (AB) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 5.0 – NETWORK SERVICES DESCRIPTIONS (CONTINUED)**

**5.12 Listing Services**

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

**5.12.1 Non-Published Service**

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

**5.12.2 Non-Listed Service**

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

**5.13 Directory Assistance**

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

**5.14 Miscellaneous Services**

**5.14.1 Pay Per Call Blocking/Unblocking**

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**5.14.2 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

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Original Page 59  
Tennessee Tariff Number 2

**SECTION 6.0 - RESERVED FOR FUTURE USE**

Issued: December 11, 2000  
Issued by:

Effective:  
Tim Sefton, VP of Customer Service  
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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST

7.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Tennessee Regulatory Authority. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of 's local exchange services, in whole or in part, prior to the effective date hereof.

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Issued by:

Effective:  
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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST, (CONTINUED)

7.2 Standard Residence Local Exchange Service

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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Issued by:

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service (Continued)

7.2.1 Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges do not include Touch-tone Service. The rates and charges below apply to service provided on a month-to-month basis.

BellSouth Area RATE CLASS	SERVICE TYPE		
	Flat Rate	Measured Rate	RegionServ
Rate Class 1	\$7.55	\$5.30	\$4.50
Rate Class 2	\$8.50	\$5.95	\$4.50
Rate Class 3	\$9.05	\$6.35	\$4.50
Rate Class 4	\$11.85	\$8.30	\$5.50
Rate Class 5	\$12.15	\$8.50	\$5.50
Rate Class 1C	\$10.30	\$7.20	N/A
Rate Class 2B	\$9.00	\$6.30	N/A
Rate Class 2C	\$9.95	\$6.95	N/A
Rate Class 2D	\$9.05	\$6.35	N/A
Rate Class 3B	\$9.35	\$6.55	N/A

Issued: December 11, 2000  
Issued by:

Effective:  
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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service (Continued)

7.2.2 Other Monthly Recurring Charges

(A) End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Lines charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	\$3.50
Multi-line Customer, Per Line	\$3.50
Additional Line, Per Line	\$6.07

7.2.3 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

Customers subscribing to Measured Service will be charged a monthly recurring charge and will be charged a per minute rate for all local outgoing calls. Local usage is billed in arrears.

BellSouth Area		
	First Minute	Add'l Minute
Day Period	\$0.04	\$0.02
Evening Period	\$0.026	\$0.013
Night Period	\$0.016	\$0.008

Issued: December 11, 2000  
Issued by:

Effective:  
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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service, (Continued)

7.2.3 Usage Sensitive Charges and Allowances, (Continued)

(C) RegionServ Service

RegionServ is an enhanced form of measured service for measured calling to the standard local calling area and all wire centers within 40 miles. Customers subscribing to RegionServ Service will be charged a monthly recurring charge and a per minute charge is applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Peak time is Monday to Friday from 7:00am to 6:59pm. Off-Peak time is all day Saturday and Sunday and Monday to Friday 7:00pm to 6:59am.

BellSouth Area		
BAND	PEAK MINUTE	OFF-PEAK MINUTE
Band A (Local Calling)	\$0.02	\$0.01
Band B (17-30 miles)	\$0.05	\$0.025
Band C (31-40 miles)	\$0.10	\$0.05

Issued: December 11, 2000  
Issued by:

Effective:  
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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service, (Continued)

7.2.4 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Residential lines are:

BellSouth Area	
First Line	\$41.50
Each Additional Line	\$18.00

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Issued by:

Effective:  
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**SECTION 7.0 – LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service**

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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Issued by:

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges do not include Touchtone Service. The rates and charges below apply to service provided on a month-to-month basis.

BellSouth Area

RATE CLASS	SERVICE TYPE		
	Flat Rate	Measured Rate	RegionServ
Rate Class 1	\$27.05	\$20.29	\$24.50
Rate Class 2	\$30.80	\$23.10	\$24.50
Rate Class 3	\$32.75	\$24.56	\$24.50
Rate Class 4	\$39.05	\$29.29	\$27.50
Rate Class 5	\$39.70	\$29.78	\$27.50
Rate Class 1C	\$29.80	\$22.35	N/A
Rate Class 2B	\$32.70	\$24.53	N/A
Rate Class 2C	\$31.75	\$23.81	N/A
Rate Class 2D	\$32.75	\$22.35	N/A
Rate Class 3B	\$33.75	\$25.31	N/A

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.3 Standard Business Local Exchange Service, (Continued)**

**7.3.2 Other Monthly Recurring Charges**

**(A) End-User Common Line (EUCL) Recovery Charge**

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	\$3.50
Multiline Customer, Per Line	\$7.90
Additional Line, Per Line	\$7.90

**(B) Hunting (a/k/a Rotary or Grouping)**

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

Rate Class	Hunting Per Line
Rate Class 1	\$20.29
Rate Class 2	\$23.10
Rate Class 3	\$24.56
Rate Class 4	\$29.29
Rate Class 5	\$29.78
Rate Class 1C	\$22.35
Rate Class 2B	\$24.53
Rate Class 2C	\$23.81
Rate Class 2D	\$22.35
Rate Class 3B	\$25.31

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Issued by:

Effective:  
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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.3 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

Customers subscribing to Measured Service will be charged a monthly recurring charge and will be charged a per minute rate for all local outgoing calls. Local usage is billed in arrears.

BellSouth Area

	First Minute	Add'l Minute
Day Period	\$0.04	\$0.02
Evening Period	\$0.026	\$0.013
Night Period	\$0.016	\$0.008

(C) RegionServ Service

RegionServ is an enhanced form of measured service for measured calling to the standard local calling area and all wire centers within 40 miles. Customers subscribing to RegionServ Service will be charged a monthly recurring charge and a per minute charge is applied to local calls placed from the Customer's line. Local usage will be billed in arrears. Peak time is Monday to Friday from 7:00am to 6:59pm. Off-Peak time is all day Saturday and Sunday and Monday to Friday 7:00pm to 6:59am.

BellSouth Area

BAND	PEAK MINUTE	OFF-PEAK MINUTE
Band A (Local Calling)	\$0.02	\$0.01
Band B (17-30 miles)	\$0.05	\$0.025
Band C (31-40 miles)	\$0.10	\$0.05

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Issued by:

Effective:  
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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.4 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

Non-recurring charges for installation of Business lines are:

BellSouth Area	
First Line	\$58.50
Each Additional Line	\$31.00

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Issued by:

Effective:  
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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.5 Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 7.2 and 7.3). Rates are in Section 7.3.1.

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

BellSouth Area RATE CLASS	SERVICE TYPE		
	Flat Rate	RegionServ	Measured Rate
Class 1	\$27.05	\$24.50	\$20.29
Class 2	\$30.80	\$24.50	\$23.10
Class 3	\$32.75	\$24.50	\$24.56
Class 4	\$39.05	\$27.50	\$29.29
Class 5	\$39.70	\$27.50	\$29.78
Class 1C	\$29.80	N/A	\$22.35
Class 2B	\$32.70	N/A	\$24.53
Class 2C	\$31.75	N/A	\$23.81
Class 2D	\$32.75	N/A	\$22.35
Class 3B	\$33.75	N/A	\$25.31

Issued: December 11, 2000  
Issued by:

Effective:  
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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.6 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are route directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 1 <sup>st</sup> Block of 20 DID Numbers	\$480.00	\$3.40
Each Additional Block of 20 DID Numbers	\$0.00	\$3.40
DID Trunk Termination: Per Inward Only Trunk	\$50.00	\$26.00
Dual Tone Multifrequency Pulsing Option, Per Trunk	N/A	\$7.50

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.7 Reserved For Future Use**

**7.8 Optional Calling Features**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

**7.8.1 Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features		Residence	Business
Three-Way Calling		\$0.75	\$0.75
Call Return		\$0.75	\$0.75
Repeat Dialing		\$0.75	\$0.75
Calling Number Delivery Blocking, Per Call		\$0.75	\$0.75

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

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Issued by:

Effective:  
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**SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)**

**7.8 Optional Calling Features, (Continued)**

**7.8.2 Features Offered on a Monthly Basis**

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Residence	Business
Call Forwarding Variable	\$3.50	\$4.75
Call Forwarding Variable with Remote Access	\$5.75	\$9.00
Call Forwarding Don't Answer - Basic	\$1.00	\$4.25
Call Forwarding Don't Answer w/Ring Control	\$1.00	\$4.25
Call Forwarding Don't Answer - Variable	\$3.00	\$6.25
Call Forwarding Busy Line - Basic	\$1.00	\$4.25
Call Forwarding Busy Line - Variable	\$3.00	\$6.25
Call Waiting - Basic	\$3.00	\$3.90
Caller ID - Basic	\$7.00	\$7.00
Caller ID - Deluxe with ACR	\$7.50	\$7.50
Caller ID - Deluxe without ACR	\$7.50	\$7.50
Caller ID - Enhanced with ACR	N/A	\$15.99
Caller ID - Enhanced with ACR & Call Manage	N/A	\$16.95
Caller ID - Enhanced with all features	N/A	\$16.95
Caller ID - Deluxe without ACR	N/A	\$11.00
Anonymous Call Rejection	\$3.00	\$3.00
Call Block	\$4.00	\$4.00
Call Return	\$4.50	\$4.50
Call Selector	\$3.00	\$3.00
Call Tracing	\$4.00	\$4.00
Distinctive Ring - Two Numbers	\$6.00	\$10.00
Distinctive Ring - One Number	\$4.00	\$7.00
Repeat Dialing	\$4.00	\$4.00
Speed Calling (30 codes)	\$4.00	\$5.50
Speed Calling (8 codes)	\$3.75	\$4.50
Three Way Calling	\$4.95	\$6.00
Touch Tone (per line)	\$1.00	\$3.00

Issued: December 11, 2000  
Issued by:

Effective:  
Tim Sefton, VP of Customer Service  
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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings

8.1.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residence listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service willing to be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 8.0 – DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.1 Directory Listings, (Continued)**

**8.1.2 Composition of Listings**

**(A) Names**

The following names may be included in business service listings:

- (1) The name of subscriber or joint user.
- (2) The name of each business enterprise which the subscriber or joint user conducts.
- (3) The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- (4) The name of any person associated with the subscriber or joint user in the same business.
- (5) The name of any person, firm or organization which subscriber or joint user is authorized to represent, or the name of an authorized representative of the subscriber or joint user.
- (6) Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the subscriber or joint user.
- (7) The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- (8) The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
- (9) The name of a corporation which is the parent or a subsidiary of the subscriber.
- (10) The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- (11) The name of the subscriber to a sharing arrangement.

Issued: December 11, 2000  
Issued by:

Effective:  
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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.1 Directory Listings, (Continued)**

**8.1.2 Composition of Listings, (Continued)**

**(B) Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone number or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

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Issued by:

Effective:  
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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.2 Composition of Listings, (Continued)

(C) Address

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

(D) Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.1 Directory Listings, (Continued)**

**8.1.3 Types of Listings**

**(A) Standard Listing**

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 5.13.2.2 above.

**(B) Indented Listing**

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD  
Office 125 Portland 555-4180  
Residence 9 Glenway 555-8345

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.3 Types of Listings, (Continued)

(C) Alternate Telephone Number Listing and Night Listing

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

If no answer call (telephone number)

Night calls (telephone number)

Night calls after \_\_\_PM (telephone number)

Nights, Sundays and holidays (telephone number)

5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays (telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

(D) Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

(E) Reference Listing

A subscriber having exchange services listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

(F) Cross Reference Listing

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.1 Directory Listings, (Cont'd.)**

**8.1.4 Free Listings**

The following listings are provided at no additional charge to the Customer: one listing for each individual line service, auxiliary line or PBX system.

**8.1.5 Rates for Additional Listings - Business Customers**

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4.

Type of Listing	Residential Charge	Business Charge
Reference/Cross Reference:		
- Each Listing	\$1.00	\$1.50
Alternate Telephone Number/Night Listing:		
- Night, Sundays & Holidays	\$1.25	\$1.50
- First Line	\$1.25	\$1.50
Additional Listing	\$1.00	\$1.50
Foreign Listing	\$1.00	\$1.50
Dual Name Liking - Non Recurring		
	\$5.50	\$5.50

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.2 Non-Published Service**

**8.2.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

**8.2.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**8.2.3 Rates and Charges**

There is a monthly charge for each non-published service. This charge does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month	\$2.61
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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.3 Non-Listed Service**

**8.3.1 General**

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

**8.3.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to someone. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

**8.3.3 Rates and Charges**

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or in the service is installed for a temporary period.

Non-listed service charge, per month: \$1.42

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**SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES**

**8.4 Directory Assistance Services**

**8.4.1 Directory Assistance**

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

Each Local Directory Assistance Call	\$0.50
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SECTION 9.0 - RESERVED FOR FUTURE USE

9.1 Reserved For Future Use

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Issued by:

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**SECTION 10.0 - RESERVED FOR FUTURE USE**

**10.1 Exchange Areas**

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Adams-Cdr.Hl.	5	Arlington	5	Ashland City	5	Athens	2
Bean Station	4	Bells	1	Bent Creek	4	Benton	3
BethelSprings	1	Big Sandy	2C	Blanche	2	Bolivar	1
Brownsville	1	Bulls Gap	3B	Camden	1	Carthage	1
Cedar Grove	1C	Centerville	1	Charleston	4	Charlotte	5
Chattanooga	4	Chestnut Hill	4	Clarksville	3	Cleveland	4
Clinton	4	Collierville	5	Columbia	2	Copper Basin	1
Covington	5	Cross Plains	5	Culleoka	2	Cumberld. City	1
Cumberld. Gap	2	Cunningham	3	Dandridge	4	Dayton	4
Decatur	4	Dickson	5	Dover	1	Dyer	2
Dyersburg	2	Eagleville	5	East Sango	5	Elkton	1
Etowah	2	Fairview	5	Fayetteville	1	Flintville	1
Franklin	5	Fredonia	3	Gallatin	5	Gatlinburg	4
Georgetown	4	Gibson	2	Gleason	1	Goodlettsville	5
GrandJunction	1	Greenback	4	Greenbrier	5	Greenfield	1
Halls	1	Hampshire	2	Harriman	4	Hartsville	1
Henderson	1	Hendersonvl.	5	Henning	1	Hohenwald	1
Hornbeak	1	Humboldt	2	Huntington	1	Huntland	1
Jackson	3	Jasper	4	JeffersonCity	4	Jellico	3
Kenton	2	Kingston	4	Kingston Spgs.	5	Knoxville	4
LaFollette	2	LaGrange	5	Lake City	4	Lawrenceburg	2
Lebanon	5	Lenoir City	4	Lewisburg	1	Lexington	1
Loudon	4	Lyles	2B	Lynchburg	1	Lynnville	1
Madisonville	1	Manchester	2	Maryville	4	Mascot	4
Maynardville	4	McEwen	1	McKenzie	1	Medina	2
Memphis*	5	Middleton	1	Milan	2	Morristown	2
Moscow	5	Mt. Pleasant	2	Murfreesboro	5	Nashville	5
Newbern	2	Newport	1	Normandy	2	Norris	4
N.Spring Hill	5	Oak Ridge	4	Old Hickory	5	OliverSprings	4
Palmyra	3	Paris	2	Petersburg	1	Pleasant View	5
Portland	5	Pulaski	1	Ridgely	1	Ripley	1
Rockwood	4	Rogersville	1	Sango	3	Santa Fe	2
Savannah	1	Selmer	1	Sevierville	4	Sewanee	1
Shelbyville	1	Smyrna	5	Sneedville	1	Soddy-Daisy	4
Solway	4	Somerville	5	S. Cunningham	5	S. Fredonia	5
S. Pittsburg	4	Spencer Mill	5	Spring City	4	Springfield	5
Spring Hill	2	Summertown	2D	Surgoinsville	1	Sweetwater	1
Tiptonville	1	Trenton	2	Triune	5	Troy	1
Tullahoma	2	Union City	1	Vanleer	5	Wartrace	1
Watertown	5	Waverly	1	W. Sweetwater	4	W. Whiteville	5
White Bluff	5	White House	5	White Pine	4	Whiteville	1
Whitwell	4	Williamsport	2	Winchester	1		

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**SECTION 11.0 - MISCELLANEOUS SERVICES**

**11.1 Carrier Presubscription**

**11.1.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**11.1.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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**SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)**

**11.1 Carrier Presubscription, (Continued)**

**11.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

**11.1.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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**SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)**

**11.1 Carrier Presubscription, (Continued)**

**11.1.5 Presubscription Charges**

**(A) Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**(B) Nonrecurring Charges**

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$1.49
Additional Line, Trunk or Port	\$1.49

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**SECTION 12.0 – PROMOTIONAL OFFERINGS**

**12.1 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

**12.2 Discounts**

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included).

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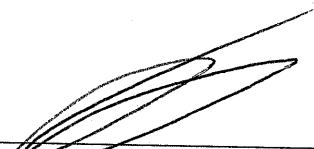
# **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the attached APPLICATION OF VIVO-TN, LLC FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY was served upon the following parties of record by depositing a copy of same in the United States Mail, First Class, Postage Prepaid, to their last known address as follows:

<p><b><u>Ardmore Telephone Company, Inc.</u></b></p> <p>P.O. Box 549 517 Ardmore Avenue Ardmore, TN 38449 (205) 423-2131 (205) 423-2208 (Fax)</p>	<p><b><u>BellSouth</u></b></p> <p>333 Commerce Street Nashville, TN 37201-3300 (615) 214-3800 (615) 214-8820 (Fax)</p>	<p><b><u>Century Telephone of Adamsville</u></b></p> <p>P.O. Box 405 116 N. Oak Street Adamsville, TN 38310 (901) 632-3311 (901) 632-0232 (Fax)</p>
<p><b><u>Century Telephone of Claiborne</u></b></p> <p>P.O. Box 100 507 Main Street New Tazewell, TN 37825 (423) 626-4242 (423) 626-5224 (Fax)</p>	<p><b><u>Century Telephone of Ooltewah-Collegedale, Inc.</u></b></p> <p>P.O. Box 782 5616 Main Street Ooltewah, TN 37363 (423) 238-4102 (423) 238-5699 (Fax)</p>	<p><b><u>Citizens Communications Company of Tennessee</u></b></p> <p>P.O. Box 770 300 Bland Street Bluefield, WV 24701</p>
<p><b><u>Citizens Communications Company Of The Volunteer State</u></b></p> <p>P.O. Box 770 300 Bland Street Bluefield, WV 24701</p>	<p><b><u>Loretto Telephone Company, Inc.</u></b></p> <p>P.O. Box 130 Loretto, TN 38469 (931) 853-4351 (931) 853-4329 (Fax)</p>	<p><b><u>Millington Telephone Company, Inc.</u></b></p> <p>4880 Navy Road Millington, TN 38053 (901) 872-3311 (901) 873-0022 (Fax)</p>

<p><b><u>Sprint-United</u></b></p> <p>112 Sixth Street Bristol, TN 37620 (423) 968-8161 (423) 968-3148 (Fax)</p>	<p><b><u>TDS Telecom-Concord Telephone Exchange, Inc.</u></b></p> <p>P.O. Box 22610 701 Concord Road Knoxville, TN 37933-0610 (423) 966-5828 (423) 966-9000 (Fax)</p>	<p><b><u>TDS Telecom-Humphreys County Telephone Company</u></b></p> <p>P.O. Box 552 203 Long Street New Johnsonville, TN 37134-0552  (931) 535-2200 (931) 535-3309 (Fax)</p>
<p><b><u>TDS Telecom-Tellico Telephone Company, Inc.</u></b></p> <p>P.O. Box 9 102 Spence Street Tellico Plains, TN 37385-0009  (423) 671-4600 (423) 253-7080 (Fax)</p>	<p><b><u>TDS Telecom-Tennessee Telephone Company</u></b></p> <p>P.O. Box 18139 Knoxville, TN 37928-2139 (423) 922-3535 (423) 922-9515 (Fax)</p>	<p><b><u>TEC-Crockett Telephone Company, Inc.</u></b></p> <p>P.O. Box 7 Friendship, TN 38034  (901) 677-8181</p>
<p><b><u>TEC-People's Telephone Company, Inc.</u></b></p> <p>P.O. Box 310 Erin, TN 37061  (931) 289-4221 (931) 289-4220 (Fax)</p>	<p><b><u>TEC-West Tennessee Telephone Company, Inc.</u></b></p> <p>P.O. Box 10 244 E. Main Street Bradford, TN 38316  (901) 742-2211 (901) 742-2212 (Fax)</p>	<p><b><u>United Telephone Company</u></b></p> <p>P.O. Box 38 120 Taylor Street Chapel Hill, TN 37034  (931) 364-2289 (931) 364-7202 (Fax)</p>

This the 9 day of April, 2000.

  
Lance J.M. Steinhart  
Attorney at Law